

# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005 C. C.

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

CABLE ADDRESSES

CRAVATH, N. Y.

CRAVATH, PARIS

CRAVATH, LONDON E. C. 2

RECORDATION NO. 11886-118

JAN 30 1981 - 12 00 PM

INTERSTATE COMMERCE COMMISSION

JAN 30 11 51 AM '81

FEE OPERATION BR.

1-030A118

No. JAN 30 1981

Date.....

Fee \$.....

100 Washington, D. C.

COUNSEL  
MAURICE T. MOORE  
CARLYLE E. MAW

ROSWELL L. GILPATRIC  
ALBERT R. CONNELLY  
L. R. BRESLIN, JR.  
GEORGE B. TURNER  
FRANK H. DETWEILER  
GEORGE G. TYLER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON  
WILLIAM B. MARSHALL  
ROYALL VICTOR  
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 265-81-54  
TELEX: 290530

33 THROGMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 1-606-1421  
TELEX: 8814901

January 28, 1981

Amendment Agreement Dated as of December 29, 1980  
Amending Conditional Sale Agreement Filed  
Under Recordation Number 11886 and  
Lease of Railroad Equipment Filed Under  
Recordation Number 11886-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of The Canadian Wheat Board for filing and recordation counterparts of the following document:

Amendment Agreement dated as of December 29, 1980, among The Canadian Wheat Board, as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, J.P. Morgan Interfunding Corp., as Owner, The Connecticut Bank and Trust Company, as Trustee, Morgan Guaranty Trust Company of New York, as Investor, and Hawker Siddeley Canada Inc., as Builder.

The Amendment Agreement amends a Conditional Sale Agreement and Lease of Railroad Equipment dated as of April 1, 1980, previously filed and recorded with the Interstate Commerce Commission on June 10, 1980, at 12:15 p.m., Recordation Numbers 11886 and 11886-B, respectively; and an Amendment Agreement dated as of October 1, 1980, previously filed

RALPH L. McAFEE  
HENRY W. DEKOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL

FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID BOIES  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN  
WILLIAM P. DICKEY  
STUART W. GOLD  
JOHN W. WHITE  
JOHN E. BEERSTORF

*Mrs. Lee  
this should be recorded  
under Recordation No.  
11886-D*

*Johnie Bonds  
C. O. O'Connell*

and recorded with the Interstate Commerce Commission on December 9, 1980, at 1:35 p.m., Recordation Number 11886-C.

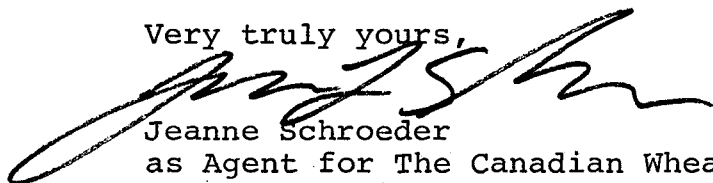
The Amendment Agreement extends the Cutoff Date, provides for a different Lease term for Equipment delivered after January 1, 1981, and to make certain other changes.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 11886-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,



Jeanne Schroeder  
as Agent for The Canadian Wheat  
Board

Agatha L. Mergenovich,  
Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encl.

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**1/30/81**

**OFFICE OF THE SECRETARY**

**Jeanne Schroeder  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N.Y. 10005**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/30/81** at **12:00pm**, and assigned re-recording number(s). **11886-D**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

11886-D  
RECORDATION NO. 11886-1425

JAN 30 1981 11 00 PM

INTERSTATE COMMERCE COMMISSION

[CS&M Ref: 2043-988]

AMENDMENT AGREEMENT

Among

THE CANADIAN WHEAT BOARD,  
Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Agent,

J. P. MORGAN INTERFUNDING CORP.,  
Owner,

THE CONNECTICUT BANK AND TRUST COMPANY,  
Trustee,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
Investor,

and

HAWKER SIDDELEY CANADA INC.,  
Builder

Dated as of December 29, 1980

[Amending Participation Agreement, Conditional  
Sale Agreement and Lease of Railroad  
Equipment, each dated as of April 1, 1980, as  
previously amended]

AMENDMENT AGREEMENT dated as of December 29, 1980, among THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent"), J. P. MORGAN INTERFUNDING CORP. (the "Owner"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not individually but solely in its capacity as Trustee (the "Trustee") under a Trust Agreement dated as of April 1, 1980, with the Agent and the Owner (the "Trust Agreement"), MORGAN GUARANTY TRUST COMPANY OF NEW YORK (the "Investor"), and HAWKER SIDDELEY CANADA INC. (the "Builder").

WHEREAS the parties hereto (other than the Builder) have entered into a Participation Agreement dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Participation Agreement"), providing for the leveraged lease financing of certain railroad equipment (the "Equipment");

WHEREAS the Trustee and the Builder (under its former name, Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Conditional Sale Agreement"), providing for the purchase by the Trustee from the Builder of the Equipment and the retention of the property and a security interest in the Equipment until the Trustee fulfills its obligations thereunder;

WHEREAS the Builder (under its former name, Hawker Siddeley Canada Ltd.) and the Agent have entered into an Agreement and Assignment dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Assignment"), providing for the assignment of the security interest of the Builder and the property in the Equipment to the Agent, acting on behalf of the Investor;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Lease"), covering the Equipment;

WHEREAS the Conditional Sale Agreement, the Assignment and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 10, 1980, at 12:15 p.m. and were assigned recordation numbers 11886, 11886-A, and 11886-B, respectively, and were filed and regis-

tered in certain provinces of Canada;

WHEREAS the Amendment Agreement dated as of October 1, 1980, to the Participation Agreement, Conditional Sale Agreement and Lease was filed with the Interstate Commerce Commission pursuant to 49 USC § 11303 on December 9, 1980, at 1:35 p.m. and was assigned recordation number 11886-C, and was filed and registered in certain provinces of Canada;

WHEREAS a portion of the Equipment, as defined in the Conditional Sale Agreement will not be delivered until after January 1, 1981;

WHEREAS the parties hereto desire to amend the Participation Agreement, the Conditional Sale Agreement, the Lease and the Assignment in order to extend the Cutoff Date, provide for a different lease term for Equipment delivered after January 1, 1981, and to make certain other changes;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The parties to the Participation Agreement agree that it shall be amended as follows:

(a) The phrase beginning with the word "commencing" and ending with the date "January 1, 2001," in clause (i) of the second paragraph of Exhibit C is hereby deleted and the following is substituted therefor to read in its entirety:

"(a) in the case of Group A Equipment (as defined in the Conditional Sale Agreement), commencing July 1, 1981, to and including January 1, 2001, and (b) in the case of Group B Equipment (as defined in the Conditional Sale Agreement), commencing January 1, 1982, to and including July 1, 2001."

(b) The words "commencing January 1, 1981" contained in clause (ii) of the second paragraph of Exhibit C are hereby deleted and the words "commencing (a) in the case of the Group A Equipment, January 1, 1981, and (b) in the case of the Group B Equipment, July 1, 1981," substituted therefor.

2. The parties to the Conditional Sale Agreement,

and the Agent, as assignee of the Builder, agree that the Conditional Sale Agreement is hereby amended as follows:

(a) The words "The 'Equipment'" in the first introductory paragraph are hereby deleted and the following substituted therefor:

"all such equipment delivered and accepted on or prior to December 31, 1980, called the 'Group A Equipment' and all such equipment delivered thereafter called the 'Group B Equipment'; the Group A Equipment and the Group B Equipment called collectively the 'Equipment'."

(b) The date "December 31, 1980" in the fourth and fifth lines of the second paragraph of Article 3 is hereby deleted and the date "June 30, 1981," substituted therefor.

(c) The date "December 31, 1980" appearing in the sixth line of the second paragraph of Article 4 is hereby deleted and the date "June 30, 1981," substituted therefor.

(d) The words "(i) in the case of the Purchase Price of Group A Equipment" are hereby added immediately before the date "July 1, 1981," in the fifth line of the fourth paragraph of Article 4 and the words "and (ii) in the case of the Purchase Price of Group B Equipment, commencing January 1, 1982, to and including July 1, 2001 (or, if any such date is not a business day, on the next succeeding business day)" immediately after the words "business day)," in the seventh line of the fourth paragraph of Article 4.

(e) The dates "June-Dec. 1980," in the eighth column of Annex B are hereby deleted and the dates "June 1980-June 1981," substituted therefor.

(f) Schedule I to the Conditional Sale Agreement is hereby deleted in its entirety and Exhibit A hereto substituted therefor.

3. The parties to the Lease agree that it shall be amended as follows:

(a) The words "(the 'Units')"

in the third line of the second introductory paragraph are hereby deleted and

the following substituted therefor:

"(such units delivered and accepted on or prior to December 31, 1980, called the 'Group A Units' and such units delivered thereafter called the 'Group B Units'; the Group A Units and the Group B Units called, collectively, the 'Units')."

(b) The entire portion of the first sentence of the first paragraph of § 3 following the words "in each year, commencing" is hereby deleted and the following substituted therefor, to read in its entirety:

"(i) in the case of each Group A Unit, July 1, 1981, and, (ii) in the case of each Group B Unit, January 1, 1982 (each of such dates being hereinafter called a 'Rental Payment Date')."

(c) The phrase "in the case of Group A Units and January 1, 1982, in the case of Group B Units" shall be inserted immediately following the date "January 1, 1981," in clause (e) of the third paragraph of § 3.

(d) The words "applicable to each Group A Unit and each of such 50 dates applicable to each Group B Unit" immediately after the words "50 dates" in the parentheses in the fifth line of § 3.

(e) The phrase "and for the Group B Units, any additional or different assumptions utilized in evaluating the Group B portion of the transaction" is hereby added immediately after the word "transaction" in the third to the last line of the third paragraph of § 3.

(f) A new sentence is hereby added at the end of the third paragraph of § 3 to read in its entirety as follows:

"Lessor and Lessee further agree that if the weighted average Closing Date relating to the Group B Units is before March 1, 1981, then the rentals payable hereunder with respect to Group B Units and the Casualty Values and Termination Values set forth in Schedules B and C hereto will be adjusted upward to preserve the Owner's Net Economic Return with respect to the Group B Units."

(g) The date "January 1, 2006" in the first sentence of § 4 is hereby deleted and the words "(i) in the case of the Group A Units, January 1, 2006, and



(ii) in the case of the Group B Units, July 1, 2006."

(h) The date "January 1, 1991" in clause (i) in the ninth paragraph of § 7 is hereby deleted and the date "July 1, 1991" substituted therefor.

(i) § 15 is hereby amended by:

(i) the addition of the words "in the case of the Group A Units" immediately before the words "12 months" at the beginning of paragraph (a)(4)(A)(ii);

(ii) the renumbering of paragraphs (a)(4)(A)(iii) and (iv) as paragraphs (a)(4)(A)(iv) and (v), respectively; and

(iii) the addition thereto of a new paragraph (a)(4)(A)(iii) thereof to read in its entirety as follows:

"(iii) in the case of the Group B Units, 12 months of depreciation in the calendar year 1981, based upon the election of the 'modified half-year' convention, if the Owner properly elects such convention, or six months depreciation in the calendar year 1981, based upon election of the 'half-year convention', if the Owner properly elects such convention;"

(j) The entire portion of the first sentence of § 19 following the words "such purchase," in the sixteenth line thereof is hereby deleted in its entirety and the following substituted therefor, to read in its entirety:

"if the Owner had not been required to pay on (i) January 1, 1981, in connection with the Group A Units or (ii) July 1, 1981, in connection with the Group B Units, the interest accrued on or the Conditional Sale Indebtedness from the first Closing Date (as defined in the CSA) to (i) January 1, 1981, in the case of the Group A Units and to (ii) July 1, 1981, in the case of the Group B Units during the basic term of the Lease commencing on (i) January 1, 1981, in the case of the Group A Units and (ii) July 1, 1981, in the case of the Group B Units."

(k) Schedules B and C to the Lease are hereby deleted in their entirety and Exhibits B and C hereto substituted therefor, respectively.

4. The terms "Participation Agreement", "Conditional Sale Agreement" and "Lease", as used in the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement, shall be deemed to refer to the Participation Agreement, the Conditional Sale Agreement and the Lease, respectively, as amended by this Agreement.

5. The amendments herein provided for shall be subject to, as conditions precedent, the receipt by the Agent on or prior to the date hereof of the following documents dated the date hereof.

(a) an opinion of Messrs. Cravath, Swaine & Moore, special counsel for the Agent and the Investor, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered and constitutes, and the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement, constitute, legal and valid instruments, binding on the parties thereto in accordance with their terms;

(ii) no authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia is, to the knowledge of said counsel, necessary for the execution, delivery and performance of this Agreement, or the performance of the Participation Agreement, the Conditional Sale Agreement or the Lease, all as amended by this Agreement;

(iii) this Agreement has been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and, since the Equipment may not be used in United States Interstate Commerce, Uniform Commercial Code financing statements, and amendments thereto, naming Trustee, as debtor and Agent as secured party have been duly filed in all offices where required in Connecticut, and no other filing or recordation is necessary for the protection of

the rights of the Agent in such documents or in the Equipment in any state of the United States of America or the District of Columbia; and

(iv) the legal opinions referred to in subparagraphs (b), (c), (d), (e), (f), (g) and (h) of this Paragraph 5 are satisfactory to said special counsel and in their opinion the Investor and they are justified in relying thereon;

and as to such other matters incident to the transactions contemplated by this Agreement as the Investor may reasonably request;

(b) an opinion of Messrs. Tory, Tory, DesLauriers & Binnington, special Canadian counsel for the Agent, the Investor, the Trustee and the Owner, to the effect that:

(i) the Lessee is a body corporate created by the Canadian Wheat Board Act (Canada), and is for all purposes an agent of Canada, and the obligations of the Lessee under the Participation Agreement and the Lease, both as amended by this Agreement, constitute direct obligations of Canada;

(ii) this Agreement has been duly authorized, executed and delivered by the Lessee and, assuming due authorization, execution and delivery by the other parties hereto, constitutes, and the Participation Agreement and the Lease, both as amended by this Agreement constitute, legal and valid instruments, binding on Canada in accordance with their terms;

(iii) no authorization or approval from any governmental or public body or authority in Canada is required under the laws of Canada or any province thereof with respect to the entering into this Agreement or, to the knowledge of said counsel, performance of this Agreement, or of the Participation Agreement, the Conditional Sale Agreement or the Lease, all as amended by this Agreement, except those which have been duly obtained or accomplished;

(iv) all taxes and registration, filing and recording fees payable in Canada or any province thereof in connection with the execution, delivery,

registration, depositing, filing or recording of this Agreement have been paid;

(v) proceedings may be brought against Canada in the Federal Court of Canada for a declaratory judgment with regard to any claims arising out of or relating to the obligations of Canada hereunder or under the Participation Agreement or the Lease, both as amended hereby, except that such proceedings may not be available for payment of amounts payable hereunder or thereunder but not paid by reason of the failure to obtain the necessary Parliamentary appropriations; no law in Canada requires the consent of any public official or authority for proceedings to be brought or judgment to be obtained against Canada arising out of or relating to the obligations of Canada hereunder or under the Participation Agreement or the Lease, both as amended hereby; nor is there any immunity from jurisdiction available to Canada in any such action in the Federal Court of Canada; and although any judgment obtained in proceedings brought in the Federal Court of Canada against Canada is not capable of being enforced by execution against Canada, any final money judgment and costs awarded against Canada in any such proceedings are required by the Federal Court Act (Canada) to be paid out of the Consolidated Revenue Fund of Canada;

(vi) the Federal Court of Canada will observe and give effect to the choice of law clauses contained in the Participation Agreement and the Lease, both as amended hereby, and will apply the laws of the State of Connecticut in construing the Participation Agreement and the Lease; both as amended hereby;

(vii) this Agreement has been duly registered in the appropriate registries pursuant to the Conditional Sales Acts of British Columbia, Alberta and Saskatchewan and in the appropriate offices of the Counties of Pictou and Halifax, Nova Scotia, and except that the registration must be renewed in Saskatchewan, Alberta and British Columbia within 3 years (or, in the case of Saskatchewan, 4 years) of the initial registration and within 3 years of every renewal thereafter, and within 5 years of the initial registration and within 5 years of every renewal thereafter in the Counties of

Pictou and Halifax, Nova Scotia, no other registration, filing or recording is necessary in order to protect in British Columbia, Alberta and Saskatchewan and in the Counties of Pictou and Halifax, Nova Scotia, the rights of the Trustee under the Lease and of the Agent in and to the Equipment under the Conditional Sales Agreement, as amended hereby, and the Assignment;

(viii) subject to the rights of the Lessee under the Lease, as amended hereby and to any liens which may arise under The Workers' Compensation Act of Nova Scotia or The Assessment Act of Nova Scotia, the rights of the Agent in and to the Equipment under the Conditional Sale Agreement, as amended hereby, are fully protected against any and all subsequent purchasers and mortgagees claiming from or under the Trustee and against creditors of the Trustee in British Columbia, Alberta and Saskatchewan and against subsequent mortgagees claiming from or under the Trustee and against creditors of the Trustee in the Counties of Pictou and Halifax, Nova Scotia;

(ix) Financing Change Statements have been registered giving notice of this Agreement in accordance with the Personal Property Security Acts of Ontario and Manitoba, and the interest of the Agent in and to the Equipment pursuant to the Conditional Sale Agreement and the Lease, both as amended hereby, and to the Assignment has been duly perfected in Ontario and Manitoba, and except that registration must be renewed in Ontario and Manitoba within three years of the initial registration and within three years of every renewal thereafter, no other registration, filing or recording is necessary in order to protect in Ontario and Manitoba the rights of the Agent in and to the Equipment under the Conditional Sales Agreement, as amended hereby, and the Assignment; and

(x) under the law of the Province of Quebec, there is no provision for the registration, recording or filing of the title of the Trustee to the Equipment and the rights of the Agent under the Conditional Sales Agreement, as amended hereby, and the Assignment, nor for the taking of any other

action with respect thereto, in such province; under the law of the Province of Quebec, such title and rights of the Agent are effectively protected in that the Trustee may revindicate, i.e., recover the Equipment from the Lessee or a third party in possession even in the event where such third party purports to be the owner thereof, by proving its own title and the defects in the possession or title of such third party except where:

(A) such third party shall have acquired title to the Equipment by way of prescription, which takes place after the lapse of three years, reckoning from the loss of possession, in favour of the possessors in good faith, even when the loss of possession has been occasioned by theft;

(B) such third party shall have bought the Equipment in good faith in a fair or market, or at a public sale, or from a trader dealing in similar articles, or by way of a commercial matter, except that so long as prescription has not been acquired, any Equipment loss or stolen may be revindicated although it has been bought in good faith as aforesaid, but the revindication in such cases can only take place upon reimbursing the third party the price he has paid; or

(C) such third party shall have acquired the Equipment pursuant to a sale under the authority of law;

(c) an opinion of Messrs. Day, Berry & Howard, counsel for the Trustee, to the effect set forth in clause (ii) of subparagraph (a) of this Paragraph 5, insofar as such matters relate to the Trustee and to the laws of the State of Connecticut or of the United States of America regulating banking or trust powers, and to the further effect that:

(i) The Connecticut Bank and Trust Company is a banking corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut, has the corporate power, authority and legal right under Connecticut and Federal law to carry on its business as presently conducted, to execute and deliver this Agreement,

and to observe and perform the provisions hereof and of the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement;

(ii) this Agreement has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other parties thereto, this Agreement and the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement, are legal and valid instruments, binding on the parties thereto in accordance with their terms; and

(iii) Uniform Commercial Code financing statements, and amendments thereto, with respect to the Equipment naming the Trustee as debtor and the Agent as secured party have been duly filed in all offices where required in Connecticut and, assuming the filing of this Agreement, the Conditional Sales Agreement as amended hereby and the Assignment pursuant to 49 U.S.C. § 11303, no other filing or recordation is necessary under the laws of the State of Connecticut for the protection of the rights of the Agent, in the Equipment in such state, except that continuation statements must be filed within 6 months prior to the expiration of the 5-year period following the date of filing of the financing statements originally filed and subsequent continuation statements must be filed within 6 months prior to the expiration of each subsequent 5-year period;

(d) an opinion of Messrs. Davis Polk & Wardwell, counsel for the Owner, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered by the Owner and, assuming the due authorization, execution and delivery by the other parties thereto, this Agreement and the Participation Agreement, as amended hereby, are legal, valid and binding instruments, enforceable against the Owner in accordance with their terms;

(ii) no authorization or approval from any governmental body or authority of the United States of America or of any state is to the knowledge of such counsel necessary for the execution and delivery of this Agreement by the Owner and the performance by the Owner of this Agreement and the Participation Agreement, as amended hereby;

(e) an opinion of Messrs. Stikeman, Elliott, Tamaki, Mercier & Robb, special counsel for the Lessee, to the effect set forth in subparagraph (b) of this Paragraph 5;

(f) an opinion of Henry B. Monk, Esq., General Counsel of the Lessee, to the effect set forth in clauses (i), (ii) and (iii), of subparagraph (b) of this Paragraph 5;

(g) an opinion of counsel for the Builder to the effect that this Agreement has been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the parties hereto, this Agreement and the Conditional Sale Agreement, as amended by this Agreement, constitute the legal, valid and binding agreements of the Builder enforceable against the Builder in accordance with their terms; and

(h) an opinion of counsel for the Agent to the effect that this Agreement has been duly authorized, executed and delivered by the Agent and, assuming due authorization, execution and delivery thereof by the parties hereto, this Agreement and the Participation Agreement, as amended hereby, are legal, valid and binding instruments.

In giving the opinions specified in subparagraphs (a) through (g) of this Paragraph 5, counsel may qualify its opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by equitable principles or (except in the case of the opinions specified in subparagraphs (b), (e) and (f)) by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinion specified in subparagraph (a) of this Paragraph 5, counsel may rely (i) as to authorization, execution and delivery by the Builder of the documents executed by the Builder, on the opinion of counsel for the Builder and (ii) as to any matter governed by the law of any jurisdiction other than the State of New York or the United States of America, on the opinions of special Canadian counsel and of counsel for the Trustee, the Agent, the Builder and the Lessee as to such matter. In addition, the opinion specified in subparagraph (c) of this Paragraph 5 may contain the further qualifications that (i) the enforcement of the indemnification provisions of the Conditional Sale Agreement and the Lease, both as amended hereby, may be limited by considerations of public policy insofar as indemnification for violation of securities or other laws is concerned and (ii) certain laws and judicial decisions may affect the enforceability of certain rights and remedies



provided in the Conditional Sale Agreement and the Lease, but none of such laws and judicial decisions make the rights and remedies provided in the Conditional Sale Agreement and the Lease, both as amended hereby, in each case taken as a whole, inadequate for the realization of the benefits thereof (except with respect to the indemnification provisions of the Conditional Sale Agreement and the Lease, both as amended hereby, to the extent enforcement of such provisions may be limited as aforesaid). In giving the opinion specified in subparagraph (d) of this Paragraph 5, counsel may rely as to any matter governed by the law of any jurisdiction other than the State of New York or the United States, on the opinions of special Canadian counsel and of counsel for the Trustee and the Lessee. In giving the opinions specified in subparagraphs (b), (e) and (f) of this Paragraph 5, special Canadian counsel may rely (i) as to any matters governed by the laws of provinces of Canada other than Ontario (in the case of the opinion specified in subparagraph (b)) or Quebec (in the case of the opinion specified in subparagraph (e)), on opinions of special provincial counsel which are satisfactory in form and scope to such special Canadian counsel and copies of which are attached to their opinions, (ii) as to perfection of the security interest of the Agent in the Equipment created by the Conditional Sale Agreement, as amended hereby, on the opinions of counsel for the Agent and the Trustee and (iii) as to any matter governed by the law of any jurisdiction other than Canada or the provinces thereof, on the opinion of counsel for the Trustee. In addition, in giving the opinions specified in subparagraphs (b), (e) and (f) of this Paragraph 5, counsel may (i) assume that the Builder transfers good and valid title in and to the Equipment free and clear of all liens, charges and other encumbrances and (ii) include a qualification as to the possibility that a judgment by a Canadian Court may be awarded only in Canadian currency and to the immunity of Canada from execution being levied against the property of Canada. In giving the opinion specified in subparagraph (g) of this Paragraph 5, counsel for the Builder may assume that the law of the State of Connecticut is the same as the law of the principal place of business of the Builder and may assume the timely recording or filing of this Agreement and any other documents relating thereto or copies or notices thereof in accordance with the laws of all jurisdictions in which such recording or filing may be required.

6. The Lessee will promptly cause this Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement and § 16 of the Lease. True copies of the Participation Agreement, Conditional Sale Agreement and Lease may be appended hereto, for informational purposes only, to facilitate registration in certain jurisdictions.

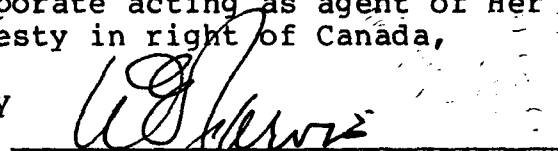
7. Except as amended hereby, the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement shall remain in full force and effect.

8. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument and it shall not be necessary that the parties hereto sign the same counterpart so long as all counterparts shall be executed by the Agent and the other parties hereto shall each sign such a counterpart.

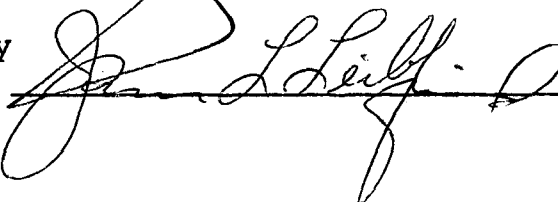
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada,

by



by



[Seal]

Attest:

Maureen Hunter  
Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

  
Assistant Vice President

[Corporate Seal]

Attest:

F. H. Gilbert  
Corporate Trust Officer

J. P. MORGAN INTERFUNDING CORP.,

by

[Corporate Seal]

Attest:

\_\_\_\_\_

THE CONNECTICUT BANK AND TRUST  
COMPANY, as Trustee as aforesaid,

by

[Corporate Seal]

Attest:

\_\_\_\_\_

Authorized Officer

\_\_\_\_\_

Authorized Officer

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,

by

[Corporate Seal]

Attest:

\_\_\_\_\_

Assistant Secretary

\_\_\_\_\_

Vice President

HAWKER SIDDELEY CANADA INC.,

by

[Corporate Seal]

Attest:

\_\_\_\_\_

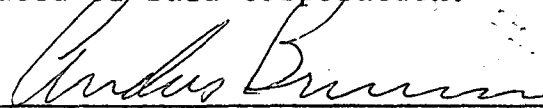
Secretary

\_\_\_\_\_

Vice President

PROVINCE OF MANITOBA, )  
 ) ss.:  
 CITY OF WINNIPEG ,)

On this 21<sup>st</sup> day of January 1981, before me personally appeared W. G. Jarvis and J. L. Leibfried, to me personally known, who, being by me duly sworn, says that they are the Chief Commissioner and Commissioner, respectively, of THE CANADIAN WHEAT BOARD, that one of the seals affixed to the foregoing instrument is the seal of said Board, that said instrument was signed and sealed on behalf of said Board by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

  
 Notary Public

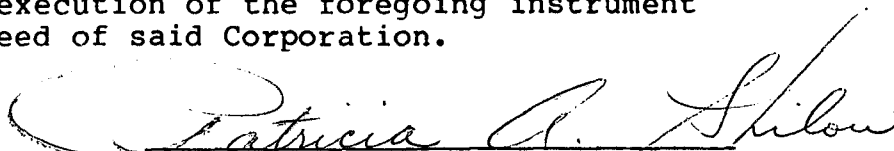
[Notarial Seal]

My Commission expires

March 31, 1981

STATE OF MARYLAND, )  
 ) ss.:  
 CITY OF BALTIMORE, )

On this 19<sup>TH</sup> day of January 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

  
 Notary Public

[Notarial Seal]

My Commission expires 7-1-82

STATE OF NEW YORK, )  
 ) ss.:  
 COUNTY OF NEW YORK,)

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an            of J. P. MORGAN INTERFUNDING CORP., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT, )  
 ) ss.:  
 COUNTY OF HARTFORD, )

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )  
 ) ss.:  
 COUNTY OF NEW YORK,)

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an            of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

PROVINCE OF ONTARIO, )  
 ) ss.:  
 CITY OF TORONTO, )

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is            of HAWKER SIDDELEY CANADA INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

Exhibit A  
To  
Amendment Agreement

SCHEDULE I  
TO  
CONDITIONAL SALE AGREEMENT

Allocation Schedule of Each  
\$1,000,000 of Conditional Sale Indebtedness

<u>Payment Date</u>	<u>Group A Equipment</u>		<u>Group B Equipment</u>	
	<u>Principal Payment</u>	<u>Ending Principal</u>	<u>Principal Payment</u>	<u>Ending Principal</u>
1/1/81	\$ 0.00	\$1,000,000.00		
7/1/81	6,772.99	993,227.01	0.00	\$1,000,000.00
1/1/82	7,213.24	986,013.77	\$ 6,330.20	993,669.79
7/1/82	7,682.10	978,331.67	6,741.66	986,928.13
1/1/83	8,181.44	970,150.24	7,179.87	979,748.26
7/1/83	8,713.23	961,437.01	7,646.56	972,101.69
1/1/84	9,279.59	952,157.42	8,143.59	963,958.10
7/1/84	9,882.76	942,274.66	8,672.92	955,285.18
1/1/85	10,525.14	931,749.52	9,236.66	946,048.51
7/1/85	11,209.28	920,540.24	9,837.05	936,211.47
1/1/86	11,937.88	908,602.36	10,476.46	925,735.01
7/1/86	12,713.84	895,888.52	11,157.43	914,577.59
1/1/87	13,540.24	882,348.28	11,882.66	902,694.93
7/1/87	14,420.36	867,927.92	12,655.03	890,039.90
1/1/88	15,357.68	852,570.25	13,477.61	876,562.29
7/1/88	16,355.93	836,214.32	14,353.65	862,208.64
1/1/89	17,419.06	818,795.25	15,286.64	846,922.00
7/1/89	18,551.30	800,243.95	16,260.27	830,641.73
1/1/90	19,757.14	780,486.81	17,338.49	813,303.24
7/1/90	21,041.35	759,445.46	18,465.49	794,837.75
1/1/91	22,409.04	737,036.42	19,665.75	775,172.00
7/1/91	23,865.63	713,170.80	20,944.02	754,227.98
1/1/92	16,311.57	696,859.23	22,305.38	731,922.60
7/1/92	26,477.14	670,382.09	23,755.23	708,167.37
1/1/93	13,953.52	656,428.56	16,665.46	691,501.91
7/1/93	24,691.94	631,736.62	20,382.58	665,119.33
1/1/94	13,596.16	618,140.46	13,960.91	651,158.42
7/1/94	33,580.08	584,560.39	40,310.28	610,848.14
1/1/95	6,744.79	577,815.60	0.00	610,848.14
7/1/95	26,528.53	551,287.07	28,738.26	582,109.89
1/1/96	14,045.10	537,241.97	16,519.60	565,590.29
7/1/96	24,429.88	512,812.09	26,984.47	538,605.82
1/1/97	16,481.57	496,330.52	13,516.96	525,088.86
7/1/97	23,910.38	472,420.14	24,543.23	500,545.63
1/1/98	47,754.39	424,665.75	22,398.10	478,147.54
7/1/98	60,119.21	364,546.53	56,101.71	422,045.83
1/1/99	64,026.96	300,519.57	59,748.32	362,297.52
7/1/99	68,188.71	232,330.86	63,631.96	298,665.56
1/1/00	72,620.98	159,709.88	67,768.03	230,897.53
7/1/00	77,341.34	82,368.53	72,172.96	158,724.57
1/1/01	82,368.53	0.00	76,864.20	81,860.37
7/1/01	---	---	81,860.37	0.00
	<u>\$1,000,000.00</u>		<u>\$1,000,000.00</u>	

Exhibit B  
To  
Amendment Agreement

SCHEDULE B TO LEASE

Casualty Values

The Casualty Value of any Unit to be paid on a Casualty Value Payment Date during the primary term shall be an amount equal to the percentage of the Purchase Price of such Unit set forth opposite such Casualty Value Payment Date in the following schedule; provided, however, that in the event the Lessee makes payments pursuant to § 15(c) hereof or a similar payment pursuant to § 6 hereof to reflect a Loss of Depreciation Deduction (as such terms are defined in § 15(c) hereof) such percentage of the Purchase Price of such Unit shall be redetermined and adjusted in a manner which, after taking into account such payments, will provide the Owner the same after-tax rate of return as contemplated by this Lease, it being understood that no such redetermination or adjustment shall reduce the amount payable on any date for Casualty Value to an amount less than the aggregate principal amount of the Conditional Sale Indebtedness to be unpaid on such date, together with interest and premium, if any, thereon to be accrued and unpaid on such date.

<u>Casualty Value Payment Date</u>	<u>Percentage of Purchase Price</u>	
	<u>Group A Units</u>	<u>Group B Units</u>
1/1/81	112.30	-
7/1/81	112.30	111.79
1/1/82	115.00	111.79
7/1/82	117.45	115.00
1/1/83	119.38	117.68
7/1/83	121.03	120.05
1/1/84	122.41	121.98
7/1/84	123.52	123.67
1/1/85	124.34	125.12
7/1/85	124.89	126.33
1/1/86	125.16	127.29
7/1/86	125.17	128.03
1/1/87	124.90	128.53
7/1/87	124.37	128.82
1/1/88	123.70	128.88
7/1/88	122.99	120.74



Casualty Value Payment Date	Percentage of Purchase Price	
	Group A Units	Group B Units
1/1/89	122.22	128.40
7/1/89	121.41	127.85
1/1/90	120.54	127.14
7/1/90	119.61	126.23
1/1/91	118.62	125.18
7/1/91	117.56	123.95
1/1/92	116.43	122.60
7/1/92	115.22	121.10
1/1/93	113.94	119.50
7/1/93	112.58	117.76
1/1/94	110.00	115.95
7/1/94	107.32	112.86
1/1/95	104.55	109.63
7/1/95	101.63	106.30
1/1/96	98.56	102.88
7/1/96	95.29	99.35
1/1/97	91.80	95.73
7/1/97	88.08	92.01
1/1/98	84.17	88.20
7/1/98	80.25	84.29
1/1/99	76.44	80.35
7/1/99	72.66	76.42
1/1/00	69.04	72.56
7/1/00	65.49	68.72
1/1/01	62.16	65.03
7/1/01	58.96	61.39
1/1/02	55.79	57.95
7/1/02	52.40	54.40
1/1/03	48.94	50.78
7/1/03	45.25	46.94
1/1/04	39.41	42.97
7/1/04	34.33	38.77
1/1/05	27.06	34.40
7/1/05	23.54	29.77
1/1/06	19.81	24.96
7/1/06	-	20.00

Exhibit C  
To  
Amendment Agreement

SCHEDULE C TO LEASE

Termination Values

The Termination Value of the Units to be paid on any Termination Date during the primary term shall be an amount equal to the percentage of the Purchase Price of the Units set forth opposite such Termination Date in the following schedule; provided, however, that in the event the Lessee makes payments pursuant to § 15(c) hereof or a similar payment pursuant to § 6 hereof to reflect a Loss of Depreciation Deduction (as such terms are defined in § 15(c) hereof), such percentage of the Purchase Price of the Units shall be redetermined and adjusted in a manner which, after taking into account such payments, will provide the Owner the same after-tax rate of return as contemplated by this Lease, it being understood that no such redetermination or adjustment shall reduce the amount payable on any date for Termination Value to an amount less than the aggregate principal amount of the Conditional Sale Indebtedness to be unpaid on such date, together with interest and premium, if any, thereon to be accrued and unpaid on such date.

<u>Termination Dates</u>	<u>Percentage of Purchase Price</u>		<u>Termination Dates</u>	<u>Percentage of Purchase Price</u>	
	<u>Group A Units</u>	<u>Group B Units</u>		<u>Group A Units</u>	<u>Group B Units</u>
1/1/91	116.58	-	1/1/99	73.15	77.16
7/1/91	115.46	121.91	7/1/99	69.27	73.13
1/1/92	114.27	120.50	1/1/00	65.54	69.17
7/1/92	113.00	118.94	7/1/00	61.89	65.23
1/1/93	111.64	117.28	1/1/01	58.45	61.43
7/1/93	110.21	115.47	7/1/01	55.14	58.69
1/1/94	107.56	113.59	1/1/02	51.85	54.13
7/1/94	104.81	110.42	7/1/02	48.35	50.47
1/1/95	101.96	107.12	1/1/03	44.76	46.73
7/1/95	98.97	103.71	7/1/03	40.95	42.76
1/1/96	95.81	100.72	1/1/04	33.97	38.67
7/1/96	92.45	96.61	7/1/04	25.75	34.33
1/1/97	88.88	92.80	1/1/05	19.35	29.83
7/1/97	85.07	89.09	7/1/05	13.68	25.06
1/1/98	81.07	85.19	1/1/06	9.81	17.11
7/1/98	77.06	81.19	7/1/06	-	10.00

AMENDMENT AGREEMENT

Among

THE CANADIAN WHEAT BOARD,  
Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Agent,

J. P. MORGAN INTERFUNDING CORP.,  
Owner,

THE CONNECTICUT BANK AND TRUST COMPANY,  
Trustee,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
Investor,

and

HAWKER SIDDELEY CANADA INC.,  
Builder

---

Dated as of December 29, 1980

[Amending Participation Agreement, Conditional  
Sale Agreement and Lease of Railroad  
Equipment, each dated as of April 1, 1980, as  
previously amended]

---

AMENDMENT AGREEMENT dated as of December 29, 1980, among THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent"), J. P. MORGAN INTERFUNDING CORP. (the "Owner"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not individually but solely in its capacity as Trustee (the "Trustee") under a Trust Agreement dated as of April 1, 1980, with the Agent and the Owner (the "Trust Agreement"), MORGAN GUARANTY TRUST COMPANY OF NEW YORK (the "Investor"), and HAWKER SIDDELEY CANADA INC. (the "Builder").

WHEREAS the parties hereto (other than the Builder) have entered into a Participation Agreement dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Participation Agreement"), providing for the leveraged lease financing of certain railroad equipment (the "Equipment");

WHEREAS the Trustee and the Builder (under its former name, Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Conditional Sale Agreement"), providing for the purchase by the Trustee from the Builder of the Equipment and the retention of the property and a security interest in the Equipment until the Trustee fulfills its obligations thereunder;

WHEREAS the Builder (under its former name, Hawker Siddeley Canada Ltd.) and the Agent have entered into an Agreement and Assignment dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Assignment"), providing for the assignment of the security interest of the Builder and the property in the Equipment to the Agent, acting on behalf of the Investor;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Lease"), covering the Equipment;

WHEREAS the Conditional Sale Agreement, the Assignment and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 10, 1980, at 12:15 p.m. and were assigned recordation numbers 11886, 11886-A, and 11886-B, respectively, and were filed and regis-

tered in certain provinces of Canada;

WHEREAS the Amendment Agreement dated as of October 1, 1980, to the Participation Agreement, Conditional Sale Agreement and Lease was filed with the Interstate Commerce Commission pursuant to 49 USC § 11303 on December 9, 1980, at 1:35 p.m. and was assigned recordation number 11886-C, and was filed and registered in certain provinces of Canada;

WHEREAS a portion of the Equipment, as defined in the Conditional Sale Agreement will not be delivered until after January 1, 1981;

WHEREAS the parties hereto desire to amend the Participation Agreement, the Conditional Sale Agreement, the Lease and the Assignment in order to extend the Cutoff Date, provide for a different lease term for Equipment delivered after January 1, 1981, and to make certain other changes;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The parties to the Participation Agreement agree that it shall be amended as follows:

(a) The phrase beginning with the word "commencing" and ending with the date "January 1, 2001," in clause (i) of the second paragraph of Exhibit C is hereby deleted and the following is substituted therefor to read in its entirety:

"(a) in the case of Group A Equipment (as defined in the Conditional Sale Agreement), commencing July 1, 1981, to and including January 1, 2001, and (b) in the case of Group B Equipment (as defined in the Conditional Sale Agreement), commencing January 1, 1982, to and including July 1, 2001."

(b) The words "commencing January 1, 1981" contained in clause (ii) of the second paragraph of Exhibit C are hereby deleted and the words "commencing (a) in the case of the Group A Equipment, January 1, 1981, and (b) in the case of the Group B Equipment, July 1, 1981," substituted therefor.

2. The parties to the Conditional Sale Agreement,

and the Agent, as assignee of the Builder, agree that the Conditional Sale Agreement is hereby amended as follows:

(a) The words "The 'Equipment'" in the first introductory paragraph are hereby deleted and the following substituted therefor:

"all such equipment delivered and accepted on or prior to December 31, 1980, called the 'Group A Equipment' and all such equipment delivered thereafter called the 'Group B Equipment'; the Group A Equipment and the Group B Equipment called collectively the 'Equipment'."

(b) The date "December 31, 1980" in the fourth and fifth lines of the second paragraph of Article 3 is hereby deleted and the date "June 30, 1981," substituted therefor.

(c) The date "December 31, 1980" appearing in the sixth line of the second paragraph of Article 4 is hereby deleted and the date "June 30, 1981," substituted therefor.

(d) The words "(i) in the case of the Purchase Price of Group A Equipment" are hereby added immediately before the date "July 1, 1981," in the fifth line of the fourth paragraph of Article 4 and the words "and (ii) in the case of the Purchase Price of Group B Equipment, commencing January 1, 1982, to and including July 1, 2001 (or, if any such date is not a business day, on the next succeeding business day)" immediately after the words "business day)," in the seventh line of the fourth paragraph of Article 4.

(e) The dates "June-Dec. 1980," in the eighth column of Annex B are hereby deleted and the dates "June 1980-June 1981," substituted therefor.

(f) Schedule I to the Conditional Sale Agreement is hereby deleted in its entirety and Exhibit A hereto substituted therefor.

3. The parties to the Lease agree that it shall be amended as follows:

(a) The words "(the 'Units')" in the third line of the second introductory paragraph are hereby deleted and

the following substituted therefor:

"(such units delivered and accepted on or prior to December 31, 1980, called the 'Group A Units' and such units delivered thereafter called the 'Group B Units'; the Group A Units and the Group B Units called, collectively, the 'Units')."

(b) The entire portion of the first sentence of the first paragraph of § 3 following the words "in each year, commencing" is hereby deleted and the following substituted therefor, to read in its entirety:

"(i) in the case of each Group A Unit, July 1, 1981, and, (ii) in the case of each Group B Unit, January 1, 1982 (each of such dates being hereinafter called a 'Rental Payment Date')."

(c) The phrase "in the case of Group A Units and January 1, 1982, in the case of Group B Units" shall be inserted immediately following the date "January 1, 1981," in clause (e) of the third paragraph of § 3.

(d) The words "applicable to each Group A Unit and each of such 50 dates applicable to each Group B Unit" immediately after the words "50 dates" in the parentheses in the fifth line of § 3.

(e) The phrase "and for the Group B Units, any additional or different assumptions utilized in evaluating the Group B portion of the transaction" is hereby added immediately after the word "transaction" in the third to the last line of the third paragraph of § 3.

(f) A new sentence is hereby added at the end of the third paragraph of § 3 to read in its entirety as follows:

"Lessor and Lessee further agree that if the weighted average Closing Date relating to the Group B Units is before March 1, 1981, then the rentals payable hereunder with respect to Group B Units and the Casualty Values and Termination Values set forth in Schedules B and C hereto will be adjusted upward to preserve the Owner's Net Economic Return with respect to the Group B Units."

(g) The date "January 1, 2006" in the first sentence of § 4 is hereby deleted and the words "(i) in the case of the Group A Units, January 1, 2006, and

(ii) in the case of the Group B Units, July 1, 2006."

(h) The date "January 1, 1991" in clause (i) in the ninth paragraph of § 7 is hereby deleted and the date "July 1, 1991" substituted therefor.

(i) § 15 is hereby amended by:

(i) the addition of the words "in the case of the Group A Units" immediately before the words "12 months" at the beginning of paragraph (a)(4)(A)(ii);

(ii) the renumbering of paragraphs (a)(4)(A)(iii) and (iv) as paragraphs (a)(4)(A)(iv) and (v), respectively; and

(iii) the addition thereto of a new paragraph (a)(4)(A)(iii) thereof to read in its entirety as follows:

"(iii) in the case of the Group B Units, 12 months of depreciation in the calendar year 1981, based upon the election of the 'modified half-year' convention, if the Owner properly elects such convention, or six months depreciation in the calendar year 1981, based upon election of the 'half-year convention', if the Owner properly elects such convention;"

(j) The entire portion of the first sentence of § 19 following the words "such purchase," in the sixteenth line thereof is hereby deleted in its entirety and the following substituted therefor, to read in its entirety:

"if the Owner had not been required to pay on (i) January 1, 1981, in connection with the Group A Units or (ii) July 1, 1981, in connection with the Group B Units, the interest accrued on or the Conditional Sale Indebtedness from the first Closing Date (as defined in the CSA) to (i) January 1, 1981, in the case of the Group A Units and to (ii) July 1, 1981, in the case of the Group B Units during the basic term of the Lease commencing on (i) January 1, 1981, in the case of the Group A Units and (ii) July 1, 1981, in the case of the Group B Units."



(k) Schedules B and C to the Lease are hereby deleted in their entirety and Exhibits B and C hereto substituted therefor, respectively.

4. The terms "Participation Agreement", "Conditional Sale Agreement" and "Lease", as used in the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement, shall be deemed to refer to the Participation Agreement, the Conditional Sale Agreement and the Lease, respectively, as amended by this Agreement.

5. The amendments herein provided for shall be subject to, as conditions precedent, the receipt by the Agent on or prior to the date hereof of the following documents dated the date hereof.

(a) an opinion of Messrs. Cravath, Swaine & Moore, special counsel for the Agent and the Investor, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered and constitutes, and the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement, constitute, legal and valid instruments, binding on the parties thereto in accordance with their terms;

(ii) no authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia is, to the knowledge of said counsel, necessary for the execution, delivery and performance of this Agreement, or the performance of the Participation Agreement, the Conditional Sale Agreement or the Lease, all as amended by this Agreement;

(iii) this Agreement has been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and, since the Equipment may not be used in United States Interstate Commerce, Uniform Commercial Code financing statements, and amendments thereto, naming Trustee, as debtor and Agent as secured party have been duly filed in all offices where required in Connecticut, and no other filing or recordation is necessary for the protection of

the rights of the Agent in such documents or in the Equipment in any state of the United States of America or the District of Columbia; and

(iv) the legal opinions referred to in subparagraphs (b), (c), (d), (e), (f), (g) and (h) of this Paragraph 5 are satisfactory to said special counsel and in their opinion the Investor and they are justified in relying thereon;

and as to such other matters incident to the transactions contemplated by this Agreement as the Investor may reasonably request;

(b) an opinion of Messrs. Tory, Tory, DesLauriers & Binnington, special Canadian counsel for the Agent, the Investor, the Trustee and the Owner, to the effect that:

(i) the Lessee is a body corporate created by the Canadian Wheat Board Act (Canada), and is for all purposes an agent of Canada, and the obligations of the Lessee under the Participation Agreement and the Lease, both as amended by this Agreement, constitute direct obligations of Canada;

(ii) this Agreement has been duly authorized, executed and delivered by the Lessee and, assuming due authorization, execution and delivery by the other parties hereto, constitutes, and the Participation Agreement and the Lease, both as amended by this Agreement constitute, legal and valid instruments, binding on Canada in accordance with their terms;

(iii) no authorization or approval from any governmental or public body or authority in Canada is required under the laws of Canada or any province thereof with respect to the entering into this Agreement or, to the knowledge of said counsel, performance of this Agreement, or of the Participation Agreement, the Conditional Sale Agreement or the Lease, all as amended by this Agreement, except those which have been duly obtained or accomplished;

(iv) all taxes and registration, filing and recording fees payable in Canada or any province thereof in connection with the execution, delivery,

registration, depositing, filing or recording of this Agreement have been paid;

(v) proceedings may be brought against Canada in the Federal Court of Canada for a declaratory judgment with regard to any claims arising out of or relating to the obligations of Canada hereunder or under the Participation Agreement or the Lease, both as amended hereby, except that such proceedings may not be available for payment of amounts payable hereunder or thereunder but not paid by reason of the failure to obtain the necessary Parliamentary appropriations; no law in Canada requires the consent of any public official or authority for proceedings to be brought or judgment to be obtained against Canada arising out of or relating to the obligations of Canada hereunder or under the Participation Agreement or the Lease, both as amended hereby; nor is there any immunity from jurisdiction available to Canada in any such action in the Federal Court of Canada; and although any judgment obtained in proceedings brought in the Federal Court of Canada against Canada is not capable of being enforced by execution against Canada, any final money judgment and costs awarded against Canada in any such proceedings are required by the Federal Court Act (Canada) to be paid out of the Consolidated Revenue Fund of Canada;

(vi) the Federal Court of Canada will observe and give effect to the choice of law clauses contained in the Participation Agreement and the Lease, both as amended hereby, and will apply the laws of the State of Connecticut in construing the Participation Agreement and the Lease; both as amended hereby;

(vii) this Agreement has been duly registered in the appropriate registries pursuant to the Conditional Sales Acts of British Columbia, Alberta and Saskatchewan and in the appropriate offices of the Counties of Pictou and Halifax, Nova Scotia, and except that the registration must be renewed in Saskatchewan, Alberta and British Columbia within 3 years (or, in the case of Saskatchewan, 4 years) of the initial registration and within 3 years of every renewal thereafter, and within 5 years of the initial registration and within 5 years of every renewal thereafter in the Counties of

Pictou and Halifax, Nova Scotia, no other registration, filing or recording is necessary in order to protect in British Columbia, Alberta and Saskatchewan and in the Counties of Pictou and Halifax, Nova Scotia, the rights of the Trustee under the Lease and of the Agent in and to the Equipment under the Conditional Sales Agreement, as amended hereby, and the Assignment;

(viii) subject to the rights of the Lessee under the Lease, as amended hereby and to any liens which may arise under The Workers' Compensation Act of Nova Scotia or The Assessment Act of Nova Scotia, the rights of the Agent in and to the Equipment under the Conditional Sale Agreement, as amended hereby, are fully protected against any and all subsequent purchasers and mortgagees claiming from or under the Trustee and against creditors of the Trustee in British Columbia, Alberta and Saskatchewan and against subsequent mortgagees claiming from or under the Trustee and against creditors of the Trustee in the Counties of Pictou and Halifax, Nova Scotia;

(ix) Financing Change Statements have been registered giving notice of this Agreement in accordance with the Personal Property Security Acts of Ontario and Manitoba, and the interest of the Agent in and to the Equipment pursuant to the Conditional Sale Agreement and the Lease, both as amended hereby, and to the Assignment has been duly perfected in Ontario and Manitoba, and except that registration must be renewed in Ontario and Manitoba within three years of the initial registration and within three years of every renewal thereafter, no other registration, filing or recording is necessary in order to protect in Ontario and Manitoba the rights of the Agent in and to the Equipment under the Conditional Sales Agreement, as amended hereby, and the Assignment; and

(x) under the law of the Province of Quebec, there is no provision for the registration, recording or filing of the title of the Trustee to the Equipment and the rights of the Agent under the Conditional Sales Agreement, as amended hereby, and the Assignment, nor for the taking of any other

action with respect thereto, in such province; under the law of the Province of Quebec, such title and rights of the Agent are effectively protected in that the Trustee may revindicate, i.e., recover the Equipment from the Lessee or a third party in possession even in the event where such third party purports to be the owner thereof, by proving its own title and the defects in the possession or title of such third party except where:

(A) such third party shall have acquired title to the Equipment by way of prescription, which takes place after the lapse of three years, reckoning from the loss of possession, in favour of the possessors in good faith, even when the loss of possession has been occasioned by theft;

(B) such third party shall have bought the Equipment in good faith in a fair or market, or at a public sale, or from a trader dealing in similar articles, or by way of a commercial matter, except that so long as prescription has not been acquired, any Equipment loss or stolen may be revindicated although it has been bought in good faith as aforesaid, but the revindication in such cases can only take place upon reimbursing the third party the price he has paid; or

(C) such third party shall have acquired the Equipment pursuant to a sale under the authority of law;

(c) an opinion of Messrs. Day, Berry & Howard, counsel for the Trustee, to the effect set forth in clause (ii) of subparagraph (a) of this Paragraph 5, insofar as such matters relate to the Trustee and to the laws of the State of Connecticut or of the United States of America regulating banking or trust powers, and to the further effect that:

(i) The Connecticut Bank and Trust Company is a banking corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut, has the corporate power, authority and legal right under Connecticut and Federal law to carry on its business as presently conducted, to execute and deliver this Agreement,

and to observe and perform the provisions hereof and of the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement;

(ii) this Agreement has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other parties thereto, this Agreement and the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement, are legal and valid instruments, binding on the parties thereto in accordance with their terms; and

(iii) Uniform Commercial Code financing statements, and amendments thereto, with respect to the Equipment naming the Trustee as debtor and the Agent as secured party have been duly filed in all offices where required in Connecticut and, assuming the filing of this Agreement, the Conditional Sales Agreement as amended hereby and the Assignment pursuant to 49 U.S.C. § 11303, no other filing or recordation is necessary under the laws of the State of Connecticut for the protection of the rights of the Agent, in the Equipment in such state, except that continuation statements must be filed within 6 months prior to the expiration of the 5-year period following the date of filing of the financing statements originally filed and subsequent continuation statements must be filed within 6 months prior to the expiration of each subsequent 5-year period;

(d) an opinion of Messrs. Davis Polk & Wardwell, counsel for the Owner, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered by the Owner and, assuming the due authorization, execution and delivery by the other parties thereto, this Agreement and the Participation Agreement, as amended hereby, are legal, valid and binding instruments, enforceable against the Owner in accordance with their terms;

(ii) no authorization or approval from any governmental body or authority of the United States of America or of any state is to the knowledge of such counsel necessary for the execution and delivery of this Agreement by the Owner and the performance by the Owner of this Agreement and the Participation Agreement, as amended hereby;

(e) an opinion of Messrs. Stikeman, Elliott, Tamaki, Mercier & Robb, special counsel for the Lessee, to the effect set forth in subparagraph (b) of this Paragraph 5;

(f) an opinion of Henry B. Monk, Esq., General Counsel of the Lessee, to the effect set forth in clauses (i), (ii) and (iii), of subparagraph (b) of this Paragraph 5;

(g) an opinion of counsel for the Builder to the effect that this Agreement has been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the parties hereto, this Agreement and the Conditional Sale Agreement, as amended by this Agreement, constitute the legal, valid and binding agreements of the Builder enforceable against the Builder in accordance with their terms; and

(h) an opinion of counsel for the Agent to the effect that this Agreement has been duly authorized, executed and delivered by the Agent and, assuming due authorization, execution and delivery thereof by the parties hereto, this Agreement and the Participation Agreement, as amended hereby, are legal, valid and binding instruments.

In giving the opinions specified in subparagraphs (a) through (g) of this Paragraph 5, counsel may qualify its opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by equitable principles or (except in the case of the opinions specified in subparagraphs (b), (e) and (f)) by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinion specified in subparagraph (a) of this Paragraph 5, counsel may rely (i) as to authorization, execution and delivery by the Builder of the documents executed by the Builder, on the opinion of counsel for the Builder and (ii) as to any matter governed by the law of any jurisdiction other than the State of New York or the United States of America, on the opinions of special Canadian counsel and of counsel for the Trustee, the Agent, the Builder and the Lessee as to such matter. In addition, the opinion specified in subparagraph (c) of this Paragraph 5 may contain the further qualifications that (i) the enforcement of the indemnification provisions of the Conditional Sale Agreement and the Lease, both as amended hereby, may be limited by considerations of public policy insofar as indemnification for violation of securities or other laws is concerned and (ii) certain laws and judicial decisions may affect the enforceability of certain rights and remedies

provided in the Conditional Sale Agreement and the Lease, but none of such laws and judicial decisions make the rights and remedies provided in the Conditional Sale Agreement and the Lease, both as amended hereby, in each case taken as a whole, inadequate for the realization of the benefits thereof (except with respect to the indemnification provisions of the Conditional Sale Agreement and the Lease, both as amended hereby, to the extent enforcement of such provisions may be limited as aforesaid). In giving the opinion specified in subparagraph (d) of this Paragraph 5, counsel may rely as to any matter governed by the law of any jurisdiction other than the State of New York or the United States, on the opinions of special Canadian counsel and of counsel for the Trustee and the Lessee. In giving the opinions specified in subparagraphs (b), (e) and (f) of this Paragraph 5, special Canadian counsel may rely (i) as to any matters governed by the laws of provinces of Canada other than Ontario (in the case of the opinion specified in subparagraph (b)) or Quebec (in the case of the opinion specified in subparagraph (e)), on opinions of special provincial counsel which are satisfactory in form and scope to such special Canadian counsel and copies of which are attached to their opinions, (ii) as to perfection of the security interest of the Agent in the Equipment created by the Conditional Sale Agreement, as amended hereby, on the opinions of counsel for the Agent and the Trustee and (iii) as to any matter governed by the law of any jurisdiction other than Canada or the provinces thereof, on the opinion of counsel for the Trustee. In addition, in giving the opinions specified in subparagraphs (b), (e) and (f) of this Paragraph 5, counsel may (i) assume that the Builder transfers good and valid title in and to the Equipment free and clear of all liens, charges and other encumbrances and (ii) include a qualification as to the possibility that a judgment by a Canadian Court may be awarded only in Canadian currency and to the immunity of Canada from execution being levied against the property of Canada. In giving the opinion specified in subparagraph (g) of this Paragraph 5, counsel for the Builder may assume that the law of the State of Connecticut is the same as the law of the principal place of business of the Builder and may assume the timely recording or filing of this Agreement and any other documents relating thereto or copies or notices thereof in accordance with the laws of all jurisdictions in which such recording or filing may be required.

6. The Lessee will promptly cause this Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement and § 16 of the Lease. True copies of the Participation Agreement, Conditional Sale Agreement and Lease may be appended hereto, for informational purposes only, to facilitate registration in certain jurisdictions.



7. Except as amended hereby, the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement shall remain in full force and effect.

8. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument and it shall not be necessary that the parties hereto sign the same counterpart so long as all counterparts shall be executed by the Agent and the other parties hereto shall each sign such a counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada,

by \_\_\_\_\_

by \_\_\_\_\_

[Seal]

Attest:

\_\_\_\_\_  
Secretary


MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by  \_\_\_\_\_

Assistant Vice President

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Corporate Trust Officer

J. P. MORGAN INTERFUNDING CORP.,

by



[Corporate Seal]

Attest:

Barbara S. Stokes  
Assistant Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, as Trustee as aforesaid,

by

\_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

HAWKER SIDDELEY CANADA INC.,

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary

PROVINCE OF MANITOBA,)  
 ) ss.:  
 CITY OF WINNIPEG ,)

On this            day of January 1981, before me  
 personally appeared            and            , to  
 me personally known, who, being by me duly sworn, says that  
 they are the            and  
 respectively, of THE CANADIAN WHEAT BOARD, that one of the  
 seals affixed to the foregoing instrument is the seal of  
 said Board, that said instrument was signed and sealed on  
 behalf of said Board by authority of its Board of Directors,  
 and they acknowledged that the execution of the foregoing  
 instrument was the free act and deed of said Corporation.

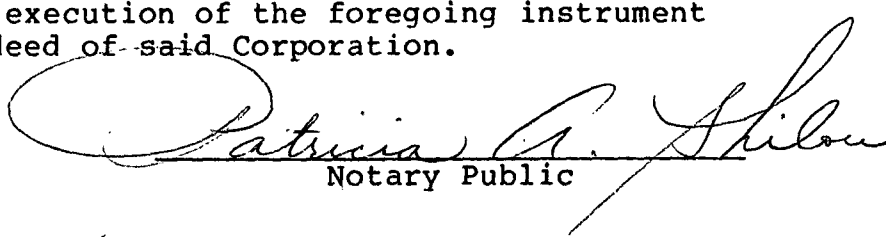
\_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires

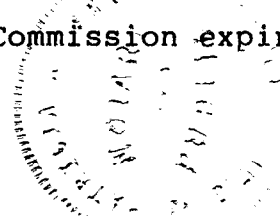
STATE OF MARYLAND,)  
 ) ss.:  
 CITY OF BALTIMORE,)

On this <sup>19<sup>TH</sup></sup> day of January 1981, before me  
 personally appeared **R. E. Schreiber** , to me person-  
 ally known, who, being by me duly sworn, says that he is an  
 Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST  
 COMPANY, that one of the seals affixed to the foregoing  
 instrument is the corporate seal of said Corporation, that  
 said instrument was signed and sealed on behalf of said  
 Corporation by authority of its Board of Directors, and he  
 acknowledged that the execution of the foregoing instrument  
 was the free act and deed of said Corporation.

  
 Notary Public

[Notarial Seal]

My Commission expires <sup>7-1-82</sup>



STATE OF NEW YORK, )  
 ) ss.:  
 COUNTY OF NEW YORK, )

On this 27th day of January 1981, before me personally appeared George A. Kent, to me personally known, who, being by me duly sworn, says that he is an Manager of J. P. MORGAN INTERFUNDING CORP., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Veronica C. Miller  
 Notary Public

[Notarial Seal]

My Commission expires 3-30-81

VERONICA C. MILLER  
 Notary Public, State of New York  
 No. 504531030  
 Qualified in Nassau County  
 Certificate filed in New York County  
 Commission Expires March 30, 1981

STATE OF CONNECTICUT, )  
 ) ss.:  
 COUNTY OF HARTFORD, )

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )  
 ) ss.:  
 COUNTY OF NEW YORK,)

On this            day of January 1981, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is an            of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

PROVINCE OF ONTARIO, )  
 ) ss.:  
 CITY OF TORONTO, )

On this            day of January 1981, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is            of HAWKER SIDDELEY CANADA INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

Exhibit A  
To  
Amendment Agreement

SCHEDULE I  
TO  
CONDITIONAL SALE AGREEMENT

Allocation Schedule of Each  
\$1,000,000 of Conditional Sale Indebtedness

Payment Date	<u>Group A Equipment</u>		<u>Group B Equipment</u>	
	<u>Principal Payment</u>	<u>Ending Principal</u>	<u>Principal Payment</u>	<u>Ending Principal</u>
1/1/81	\$ 0.00	\$1,000,000.00		
7/1/81	6,772.99	993,227.01	0.00	\$1,000,000.00
1/1/82	7,213.24	986,013.77	\$ 6,330.20	993,669.79
7/1/82	7,682.10	978,331.67	6,741.66	986,928.13
1/1/83	8,181.44	970,150.24	7,179.87	979,748.26
7/1/83	8,713.23	961,437.01	7,646.56	972,101.69
1/1/84	9,279.59	952,157.42	8,143.59	963,958.10
7/1/84	9,882.76	942,274.66	8,672.92	955,285.18
1/1/85	10,525.14	931,749.52	9,236.66	946,048.51
7/1/85	11,209.28	920,540.24	9,837.05	936,211.47
1/1/86	11,937.88	908,602.36	10,476.46	925,735.01
7/1/86	12,713.84	895,888.52	11,157.43	914,577.59
1/1/87	13,540.24	882,348.28	11,882.66	902,694.93
7/1/87	14,420.36	867,927.92	12,655.03	890,039.90
1/1/88	15,357.68	852,570.25	13,477.61	876,562.29
7/1/88	16,355.93	836,214.32	14,353.65	862,208.64
1/1/89	17,419.06	818,795.25	15,286.64	846,922.00
7/1/89	18,551.30	800,243.95	16,260.27	830,641.73
1/1/90	19,757.14	780,486.81	17,338.49	813,303.24
7/1/90	21,041.35	759,445.46	18,465.49	794,837.75
1/1/91	22,409.04	737,036.42	19,665.75	775,172.00
7/1/91	23,865.63	713,170.80	20,944.02	754,227.98
1/1/92	16,311.57	696,859.23	22,305.38	731,922.60
7/1/92	26,477.14	670,382.09	23,755.23	708,167.37
1/1/93	13,953.52	656,428.56	16,665.46	691,501.91
7/1/93	24,691.94	631,736.62	20,382.58	665,119.33
1/1/94	13,596.16	618,140.46	13,960.91	651,158.42
7/1/94	33,580.08	584,560.39	40,310.28	610,848.14
1/1/95	6,744.79	577,815.60	0.00	610,848.14
7/1/95	26,528.53	551,287.07	28,738.26	582,109.89
1/1/96	14,045.10	537,241.97	16,519.60	565,590.29
7/1/96	24,429.88	512,812.09	26,984.47	538,605.82
1/1/97	16,481.57	496,330.52	13,516.96	525,088.86
7/1/97	23,910.38	472,420.14	24,543.23	500,545.63
1/1/98	47,754.39	424,665.75	22,398.10	478,147.54
7/1/98	60,119.21	364,546.53	56,101.71	422,045.83
1/1/99	64,026.96	300,519.57	59,748.32	362,297.52
7/1/99	68,188.71	232,330.86	63,631.96	298,665.56
1/1/00	72,620.98	159,709.88	67,768.03	230,897.53
7/1/00	77,341.34	82,368.53	72,172.96	158,724.57
1/1/01	82,368.53	0.00	76,864.20	81,860.37
7/1/01	---	---	81,860.37	0.00
	<u>\$1,000,000.00</u>		<u>\$1,000,000.00</u>	

Exhibit B  
To  
Amendment Agreement

SCHEDULE B TO LEASE

Casualty Values

The Casualty Value of any Unit to be paid on a Casualty Value Payment Date during the primary term shall be an amount equal to the percentage of the Purchase Price of such Unit set forth opposite such Casualty Value Payment Date in the following schedule; provided, however, that in the event the Lessee makes payments pursuant to § 15(c) hereof or a similar payment pursuant to § 6 hereof to reflect a Loss of Depreciation Deduction (as such terms are defined in § 15(c) hereof) such percentage of the Purchase Price of such Unit shall be redetermined and adjusted in a manner which, after taking into account such payments, will provide the Owner the same after-tax rate of return as contemplated by this Lease, it being understood that no such redetermination or adjustment shall reduce the amount payable on any date for Casualty Value to an amount less than the aggregate principal amount of the Conditional Sale Indebtedness to be unpaid on such date, together with interest and premium, if any, thereon to be accrued and unpaid on such date.

<u>Casualty Value Payment Date</u>	<u>Percentage of Purchase Price</u>	
	<u>Group A Units</u>	<u>Group B Units</u>
1/1/81	112.30	-
7/1/81	112.30	111.79
1/1/82	115.00	111.79
7/1/82	117.45	115.00
1/1/83	119.38	117.68
7/1/83	121.03	120.05
1/1/84	122.41	121.98
7/1/84	123.52	123.67
1/1/85	124.34	125.12
7/1/85	124.89	126.33
1/1/86	125.16	127.29
7/1/86	125.17	128.03
1/1/87	124.90	128.53
7/1/87	124.37	128.82
1/1/88	123.70	128.88
7/1/88	122.99	122.74

Casualty Value Payment Date	Percentage of Purchase Price	
	Group A Units	Group B Units
1/1/89	122.22	128.40
7/1/89	121.41	127.85
1/1/90	120.54	127.14
7/1/90	119.61	126.23
1/1/91	118.62	125.18
7/1/91	117.56	123.95
1/1/92	116.43	122.60
7/1/92	115.22	121.10
1/1/93	113.94	119.50
7/1/93	112.58	117.76
1/1/94	110.00	115.95
7/1/94	107.32	112.86
1/1/95	104.55	109.63
7/1/95	101.63	106.30
1/1/96	98.56	102.88
7/1/96	95.29	99.35
1/1/97	91.80	95.73
7/1/97	88.08	92.01
1/1/98	84.17	88.20
7/1/98	80.25	84.29
1/1/99	76.44	80.35
7/1/99	72.66	76.42
1/1/00	69.04	72.56
7/1/00	65.49	68.72
1/1/01	62.16	65.03
7/1/01	58.96	61.39
1/1/02	55.79	57.95
7/1/02	52.40	54.40
1/1/03	48.94	50.78
7/1/03	45.25	46.94
1/1/04	39.41	42.97
7/1/04	34.33	38.77
1/1/05	27.06	34.40
7/1/05	23.54	29.77
1/1/06	19.81	24.96
7/1/06	-	20.00



Exhibit C  
To  
Amendment Agreement

SCHEDULE C TO LEASE

Termination Values

The Termination Value of the Units to be paid on any Termination Date during the primary term shall be an amount equal to the percentage of the Purchase Price of the Units set forth opposite such Termination Date in the following schedule; provided, however, that in the event the Lessee makes payments pursuant to § 15(c) hereof or a similar payment pursuant to § 6 hereof to reflect a Loss of Depreciation Deduction (as such terms are defined in § 15(c) hereof), such percentage of the Purchase Price of the Units shall be redetermined and adjusted in a manner which, after taking into account such payments, will provide the Owner the same after-tax rate of return as contemplated by this Lease, it being understood that no such redetermination or adjustment shall reduce the amount payable on any date for Termination Value to an amount less than the aggregate principal amount of the Conditional Sale Indebtedness to be unpaid on such date, together with interest and premium, if any, thereon to be accrued and unpaid on such date.

<u>Termination Dates</u>	<u>Percentage of Purchase Price</u>		<u>Termination Dates</u>	<u>Percentage of Purchase Price</u>	
	<u>Group A Units</u>	<u>Group B Units</u>		<u>Group A Units</u>	<u>Group B Units</u>
1/1/91	116.58	-	1/1/99	73.15	77.16
7/1/91	115.46	121.91	7/1/99	69.27	73.13
1/1/92	114.27	120.50	1/1/00	65.54	69.17
7/1/92	113.00	118.94	7/1/00	61.89	65.23
1/1/93	111.64	117.28	1/1/01	58.45	61.43
7/1/93	110.21	115.47	7/1/01	55.14	58.69
1/1/94	107.56	113.59	1/1/02	51.85	54.13
7/1/94	104.81	110.42	7/1/02	48.35	50.47
1/1/95	101.96	107.12	1/1/03	44.76	46.73
7/1/95	98.97	103.71	7/1/03	40.95	42.76
1/1/96	95.81	100.72	1/1/04	33.97	38.67
7/1/96	92.45	96.61	7/1/04	25.75	34.33
1/1/97	88.88	92.80	1/1/05	19.35	29.83
7/1/97	85.07	89.09	7/1/05	13.68	25.06
1/1/98	81.07	85.19	1/1/06	9.81	17.11
7/1/98	77.06	81.19	7/1/06	-	10.00

AMENDMENT AGREEMENT

Among

THE CANADIAN WHEAT BOARD,  
Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Agent,

J. P. MORGAN INTERFUNDING CORP.,  
Owner,

THE CONNECTICUT BANK AND TRUST COMPANY,  
Trustee,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
Investor,

and

HAWKER SIDDELEY CANADA INC.,  
Builder

---

Dated as of December 29, 1980

[Amending Participation Agreement, Conditional  
Sale Agreement and Lease of Railroad  
Equipment, each dated as of April 1, 1980, as  
previously amended]

---

AMENDMENT AGREEMENT dated as of December 29, 1980, among THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent"), J. P. MORGAN INTERFUNDING CORP. (the "Owner"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not individually but solely in its capacity as Trustee (the "Trustee") under a Trust Agreement dated as of April 1, 1980, with the Agent and the Owner (the "Trust Agreement"), MORGAN GUARANTY TRUST COMPANY OF NEW YORK (the "Investor"), and HAWKER SIDDELEY CANADA INC. (the "Builder").

WHEREAS the parties hereto (other than the Builder) have entered into a Participation Agreement dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Participation Agreement"), providing for the leveraged lease financing of certain railroad equipment (the "Equipment");

WHEREAS the Trustee and the Builder (under its former name, Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Conditional Sale Agreement"), providing for the purchase by the Trustee from the Builder of the Equipment and the retention of the property and a security interest in the Equipment until the Trustee fulfills its obligations thereunder;

WHEREAS the Builder (under its former name, Hawker Siddeley Canada Ltd.) and the Agent have entered into an Agreement and Assignment dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Assignment"), providing for the assignment of the security interest of the Builder and the property in the Equipment to the Agent, acting on behalf of the Investor;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Lease"), covering the Equipment;

WHEREAS the Conditional Sale Agreement, the Assignment and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 10, 1980, at 12:15 p.m. and were assigned recordation numbers 11886, 11886-A, and 11886-B, respectively, and were filed and regis-

tered in certain provinces of Canada;

WHEREAS the Amendment Agreement dated as of October 1, 1980, to the Participation Agreement, Conditional Sale Agreement and Lease was filed with the Interstate Commerce Commission pursuant to 49 USC § 11303 on December 9, 1980, at 1:35 p.m. and was assigned recordation number 11886-C, and was filed and registered in certain provinces of Canada;

WHEREAS a portion of the Equipment, as defined in the Conditional Sale Agreement will not be delivered until after January 1, 1981;

WHEREAS the parties hereto desire to amend the Participation Agreement, the Conditional Sale Agreement, the Lease and the Assignment in order to extend the Cutoff Date, provide for a different lease term for Equipment delivered after January 1, 1981, and to make certain other changes;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The parties to the Participation Agreement agree that it shall be amended as follows:

(a) The phrase beginning with the word "commencing" and ending with the date "January 1, 2001," in clause (i) of the second paragraph of Exhibit C is hereby deleted and the following is substituted therefor to read in its entirety:

"(a) in the case of Group A Equipment (as defined in the Conditional Sale Agreement), commencing July 1, 1981, to and including January 1, 2001, and (b) in the case of Group B Equipment (as defined in the Conditional Sale Agreement), commencing January 1, 1982, to and including July 1, 2001."

(b) The words "commencing January 1, 1981" contained in clause (ii) of the second paragraph of Exhibit C are hereby deleted and the words "commencing (a) in the case of the Group A Equipment, January 1, 1981, and (b) in the case of the Group B Equipment, July 1, 1981," substituted therefor.

2. The parties to the Conditional Sale Agreement,

and the Agent, as assignee of the Builder, agree that the Conditional Sale Agreement is hereby amended as follows:

(a) The words "The 'Equipment'" in the first introductory paragraph are hereby deleted and the following substituted therefor:

"all such equipment delivered and accepted on or prior to December 31, 1980, called the 'Group A Equipment' and all such equipment delivered thereafter called the 'Group B Equipment'; the Group A Equipment and the Group B Equipment called collectively the 'Equipment'."

(b) The date "December 31, 1980" in the fourth and fifth lines of the second paragraph of Article 3 is hereby deleted and the date "June 30, 1981," substituted therefor.

(c) The date "December 31, 1980" appearing in the sixth line of the second paragraph of Article 4 is hereby deleted and the date "June 30, 1981," substituted therefor.

(d) The words "(i) in the case of the Purchase Price of Group A Equipment" are hereby added immediately before the date "July 1, 1981," in the fifth line of the fourth paragraph of Article 4 and the words "and (ii) in the case of the Purchase Price of Group B Equipment, commencing January 1, 1982, to and including July 1, 2001 (or, if any such date is not a business day, on the next succeeding business day)" immediately after the words "business day)," in the seventh line of the fourth paragraph of Article 4.

(e) The dates "June-Dec. 1980," in the eighth column of Annex B are hereby deleted and the dates "June 1980-June 1981," substituted therefor.

(f) Schedule I to the Conditional Sale Agreement is hereby deleted in its entirety and Exhibit A hereto substituted therefor.

3. The parties to the Lease agree that it shall be amended as follows:

(a) The words "(the 'Units'))" in the third line of the second introductory paragraph are hereby deleted and

the following substituted therefor:

"(such units delivered and accepted on or prior to December 31, 1980, called the 'Group A Units' and such units delivered thereafter called the 'Group B Units'; the Group A Units and the Group B Units called, collectively, the 'Units')."

(b) The entire portion of the first sentence of the first paragraph of § 3 following the words "in each year, commencing" is hereby deleted and the following substituted therefor, to read in its entirety:

"(i) in the case of each Group A Unit, July 1, 1981, and, (ii) in the case of each Group B Unit, January 1, 1982 (each of such dates being hereinafter called a 'Rental Payment Date')."

(c) The phrase "in the case of Group A Units and January 1, 1982, in the case of Group B Units" shall be inserted immediately following the date "January 1, 1981," in clause (e) of the third paragraph of § 3.

(d) The words "applicable to each Group A Unit and each of such 50 dates applicable to each Group B Unit" immediately after the words "50 dates" in the parentheses in the fifth line of § 3.

(e) The phrase "and for the Group B Units, any additional or different assumptions utilized in evaluating the Group B portion of the transaction" is hereby added immediately after the word "transaction" in the third to the last line of the third paragraph of § 3.

(f) A new sentence is hereby added at the end of the third paragraph of § 3 to read in its entirety as follows:

"Lessor and Lessee further agree that if the weighted average Closing Date relating to the Group B Units is before March 1, 1981, then the rentals payable hereunder with respect to Group B Units and the Casualty Values and Termination Values set forth in Schedules B and C hereto will be adjusted upward to preserve the Owner's Net Economic Return with respect to the Group B Units."

(g) The date "January 1, 2006" in the first sentence of § 4 is hereby deleted and the words "(i) in the case of the Group A Units, January 1, 2006, and

(ii) in the case of the Group B Units, July 1, 2006."

(h) The date "January 1, 1991" in clause (i) in the ninth paragraph of § 7 is hereby deleted and the date "July 1, 1991" substituted therefor.

(i) § 15 is hereby amended by:

(i) the addition of the words "in the case of the Group A Units" immediately before the words "12 months" at the beginning of paragraph (a)(4)(A)(ii);

(ii) the renumbering of paragraphs (a)(4)(A)(iii) and (iv) as paragraphs (a)(4)(A)(iv) and (v), respectively; and

(iii) the addition thereto of a new paragraph (a)(4)(A)(iii) thereof to read in its entirety as follows:

"(iii) in the case of the Group B Units, 12 months of depreciation in the calendar year 1981, based upon the election of the 'modified half-year' convention, if the Owner properly elects such convention, or six months depreciation in the calendar year 1981, based upon election of the 'half-year convention', if the Owner properly elects such convention;"

(j) The entire portion of the first sentence of § 19 following the words "such purchase," in the sixteenth line thereof is hereby deleted in its entirety and the following substituted therefor, to read in its entirety:

"if the Owner had not been required to pay on (i) January 1, 1981, in connection with the Group A Units or (ii) July 1, 1981, in connection with the Group B Units, the interest accrued on or the Conditional Sale Indebtedness from the first Closing Date (as defined in the CSA) to (i) January 1, 1981, in the case of the Group A Units and to (ii) July 1, 1981, in the case of the Group B Units during the basic term of the Lease commencing on (i) January 1, 1981, in the case of the Group A Units and (ii) July 1, 1981, in the case of the Group B Units."

(k) Schedules B and C to the Lease are hereby deleted in their entirety and Exhibits B and C hereto substituted therefor, respectively.

4. The terms "Participation Agreement", "Conditional Sale Agreement" and "Lease", as used in the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement, shall be deemed to refer to the Participation Agreement, the Conditional Sale Agreement and the Lease, respectively, as amended by this Agreement.

5. The amendments herein provided for shall be subject to, as conditions precedent, the receipt by the Agent on or prior to the date hereof of the following documents dated the date hereof.

(a) an opinion of Messrs. Cravath, Swaine & Moore, special counsel for the Agent and the Investor, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered and constitutes, and the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement, constitute, legal and valid instruments, binding on the parties thereto in accordance with their terms;

(ii) no authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia is, to the knowledge of said counsel, necessary for the execution, delivery and performance of this Agreement, or the performance of the Participation Agreement, the Conditional Sale Agreement or the Lease, all as amended by this Agreement;

(iii) this Agreement has been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and, since the Equipment may not be used in United States Interstate Commerce, Uniform Commercial Code financing statements, and amendments thereto, naming Trustee, as debtor and Agent as secured party have been duly filed in all offices where required in Connecticut, and no other filing or recordation is necessary for the protection of



the rights of the Agent in such documents or in the Equipment in any state of the United States of America or the District of Columbia; and

(iv) the legal opinions referred to in subparagraphs (b), (c), (d), (e), (f), (g) and (h) of this Paragraph 5 are satisfactory to said special counsel and in their opinion the Investor and they are justified in relying thereon;

and as to such other matters incident to the transactions contemplated by this Agreement as the Investor may reasonably request;

(b) an opinion of Messrs. Tory, Tory, DesLauriers & Binnington, special Canadian counsel for the Agent, the Investor, the Trustee and the Owner, to the effect that:

(i) the Lessee is a body corporate created by the Canadian Wheat Board Act (Canada), and is for all purposes an agent of Canada, and the obligations of the Lessee under the Participation Agreement and the Lease, both as amended by this Agreement, constitute direct obligations of Canada;

(ii) this Agreement has been duly authorized, executed and delivered by the Lessee and, assuming due authorization, execution and delivery by the other parties hereto, constitutes, and the Participation Agreement and the Lease, both as amended by this Agreement constitute, legal and valid instruments, binding on Canada in accordance with their terms;

(iii) no authorization or approval from any governmental or public body or authority in Canada is required under the laws of Canada or any province thereof with respect to the entering into this Agreement or, to the knowledge of said counsel, performance of this Agreement, or of the Participation Agreement, the Conditional Sale Agreement or the Lease, all as amended by this Agreement, except those which have been duly obtained or accomplished;

(iv) all taxes and registration, filing and recording fees payable in Canada or any province thereof in connection with the execution, delivery,

registration, depositing, filing or recording of this Agreement have been paid;

(v) proceedings may be brought against Canada in the Federal Court of Canada for a declaratory judgment with regard to any claims arising out of or relating to the obligations of Canada hereunder or under the Participation Agreement or the Lease, both as amended hereby, except that such proceedings may not be available for payment of amounts payable hereunder or thereunder but not paid by reason of the failure to obtain the necessary Parliamentary appropriations; no law in Canada requires the consent of any public official or authority for proceedings to be brought or judgment to be obtained against Canada arising out of or relating to the obligations of Canada hereunder or under the Participation Agreement or the Lease, both as amended hereby; nor is there any immunity from jurisdiction available to Canada in any such action in the Federal Court of Canada; and although any judgment obtained in proceedings brought in the Federal Court of Canada against Canada is not capable of being enforced by execution against Canada, any final money judgment and costs awarded against Canada in any such proceedings are required by the Federal Court Act (Canada) to be paid out of the Consolidated Revenue Fund of Canada;

(vi) the Federal Court of Canada will observe and give effect to the choice of law clauses contained in the Participation Agreement and the Lease, both as amended hereby, and will apply the laws of the State of Connecticut in construing the Participation Agreement and the Lease; both as amended hereby;

(vii) this Agreement has been duly registered in the appropriate registries pursuant to the Conditional Sales Acts of British Columbia, Alberta and Saskatchewan and in the appropriate offices of the Counties of Pictou and Halifax, Nova Scotia, and except that the registration must be renewed in Saskatchewan, Alberta and British Columbia within 3 years (or, in the case of Saskatchewan, 4 years) of the initial registration and within 3 years of every renewal thereafter, and within 5 years of the initial registration and within 5 years of every renewal thereafter in the Counties of

Pictou and Halifax, Nova Scotia, no other registration, filing or recording is necessary in order to protect in British Columbia, Alberta and Saskatchewan and in the Counties of Pictou and Halifax, Nova Scotia, the rights of the Trustee under the Lease and of the Agent in and to the Equipment under the Conditional Sales Agreement, as amended hereby, and the Assignment;

(viii) subject to the rights of the Lessee under the Lease, as amended hereby and to any liens which may arise under The Workers' Compensation Act of Nova Scotia or The Assessment Act of Nova Scotia, the rights of the Agent in and to the Equipment under the Conditional Sale Agreement, as amended hereby, are fully protected against any and all subsequent purchasers and mortgagees claiming from or under the Trustee and against creditors of the Trustee in British Columbia, Alberta and Saskatchewan and against subsequent mortgagees claiming from or under the Trustee and against creditors of the Trustee in the Counties of Pictou and Halifax, Nova Scotia;

(ix) Financing Change Statements have been registered giving notice of this Agreement in accordance with the Personal Property Security Acts of Ontario and Manitoba, and the interest of the Agent in and to the Equipment pursuant to the Conditional Sale Agreement and the Lease, both as amended hereby, and to the Assignment has been duly perfected in Ontario and Manitoba, and except that registration must be renewed in Ontario and Manitoba within three years of the initial registration and within three years of every renewal thereafter, no other registration, filing or recording is necessary in order to protect in Ontario and Manitoba the rights of the Agent in and to the Equipment under the Conditional Sales Agreement, as amended hereby, and the Assignment; and

(x) under the law of the Province of Quebec, there is no provision for the registration, recording or filing of the title of the Trustee to the Equipment and the rights of the Agent under the Conditional Sales Agreement, as amended hereby, and the Assignment, nor for the taking of any other

action with respect thereto, in such province; under the law of the Province of Quebec, such title and rights of the Agent are effectively protected in that the Trustee may revindicate, i.e., recover the Equipment from the Lessee or a third party in possession even in the event where such third party purports to be the owner thereof, by proving its own title and the defects in the possession or title of such third party except where:

(A) such third party shall have acquired title to the Equipment by way of prescription, which takes place after the lapse of three years, reckoning from the loss of possession, in favour of the possessors in good faith, even when the loss of possession has been occasioned by theft;

(B) such third party shall have bought the Equipment in good faith in a fair or market, or at a public sale, or from a trader dealing in similar articles, or by way of a commercial matter, except that so long as prescription has not been acquired, any Equipment loss or stolen may be revindicated although it has been bought in good faith as aforesaid, but the revindication in such cases can only take place upon reimbursing the third party the price he has paid; or

(C) such third party shall have acquired the Equipment pursuant to a sale under the authority of law;

(c) an opinion of Messrs. Day, Berry & Howard, counsel for the Trustee, to the effect set forth in clause (ii) of subparagraph (a) of this Paragraph 5, insofar as such matters relate to the Trustee and to the laws of the State of Connecticut or of the United States of America regulating banking or trust powers, and to the further effect that:

(i) The Connecticut Bank and Trust Company is a banking corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut, has the corporate power, authority and legal right under Connecticut and Federal law to carry on its business as presently conducted, to execute and deliver this Agreement,

and to observe and perform the provisions hereof and of the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement;

(ii) this Agreement has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other parties thereto, this Agreement and the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement, are legal and valid instruments, binding on the parties thereto in accordance with their terms; and

(iii) Uniform Commercial Code financing statements, and amendments thereto, with respect to the Equipment naming the Trustee as debtor and the Agent as secured party have been duly filed in all offices where required in Connecticut and, assuming the filing of this Agreement, the Conditional Sales Agreement as amended hereby and the Assignment pursuant to 49 U.S.C. § 11303, no other filing or recordation is necessary under the laws of the State of Connecticut for the protection of the rights of the Agent, in the Equipment in such state, except that continuation statements must be filed within 6 months prior to the expiration of the 5-year period following the date of filing of the financing statements originally filed and subsequent continuation statements must be filed within 6 months prior to the expiration of each subsequent 5-year period;

(d) an opinion of Messrs. Davis Polk & Wardwell, counsel for the Owner, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered by the Owner and, assuming the due authorization, execution and delivery by the other parties thereto, this Agreement and the Participation Agreement, as amended hereby, are legal, valid and binding instruments, enforceable against the Owner in accordance with their terms;

(ii) no authorization or approval from any governmental body or authority of the United States of America or of any state is to the knowledge of such counsel necessary for the execution and delivery of this Agreement by the Owner and the performance by the Owner of this Agreement and the Participation Agreement, as amended hereby;

(e) an opinion of Messrs. Stikeman, Elliott, Tamaki, Mercier & Robb, special counsel for the Lessee, to the effect set forth in subparagraph (b) of this Paragraph 5;

(f) an opinion of Henry B. Monk, Esq., General Counsel of the Lessee, to the effect set forth in clauses (i), (ii) and (iii), of subparagraph (b) of this Paragraph 5;

(g) an opinion of counsel for the Builder to the effect that this Agreement has been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the parties hereto, this Agreement and the Conditional Sale Agreement, as amended by this Agreement, constitute the legal, valid and binding agreements of the Builder enforceable against the Builder in accordance with their terms; and

(h) an opinion of counsel for the Agent to the effect that this Agreement has been duly authorized, executed and delivered by the Agent and, assuming due authorization, execution and delivery thereof by the parties hereto, this Agreement and the Participation Agreement, as amended hereby, are legal, valid and binding instruments.

In giving the opinions specified in subparagraphs (a) through (g) of this Paragraph 5, counsel may qualify its opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by equitable principles or (except in the case of the opinions specified in subparagraphs (b), (e) and (f)) by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinion specified in subparagraph (a) of this Paragraph 5, counsel may rely (i) as to authorization, execution and delivery by the Builder of the documents executed by the Builder, on the opinion of counsel for the Builder and (ii) as to any matter governed by the law of any jurisdiction other than the State of New York or the United States of America, on the opinions of special Canadian counsel and of counsel for the Trustee, the Agent, the Builder and the Lessee as to such matter. In addition, the opinion specified in subparagraph (c) of this Paragraph 5 may contain the further qualifications that (i) the enforcement of the indemnification provisions of the Conditional Sale Agreement and the Lease, both as amended hereby, may be limited by considerations of public policy insofar as indemnification for violation of securities or other laws is concerned and (ii) certain laws and judicial decisions may affect the enforceability of certain rights and remedies

provided in the Conditional Sale Agreement and the Lease, but none of such laws and judicial decisions make the rights and remedies provided in the Conditional Sale Agreement and the Lease, both as amended hereby, in each case taken as a whole, inadequate for the realization of the benefits thereof (except with respect to the indemnification provisions of the Conditional Sale Agreement and the Lease, both as amended hereby, to the extent enforcement of such provisions may be limited as aforesaid). In giving the opinion specified in subparagraph (d) of this Paragraph 5, counsel may rely as to any matter governed by the law of any jurisdiction other than the State of New York or the United States, on the opinions of special Canadian counsel and of counsel for the Trustee and the Lessee. In giving the opinions specified in subparagraphs (b), (e) and (f) of this Paragraph 5, special Canadian counsel may rely (i) as to any matters governed by the laws of provinces of Canada other than Ontario (in the case of the opinion specified in subparagraph (b)) or Quebec (in the case of the opinion specified in subparagraph (e)), on opinions of special provincial counsel which are satisfactory in form and scope to such special Canadian counsel and copies of which are attached to their opinions, (ii) as to perfection of the security interest of the Agent in the Equipment created by the Conditional Sale Agreement, as amended hereby, on the opinions of counsel for the Agent and the Trustee and (iii) as to any matter governed by the law of any jurisdiction other than Canada or the provinces thereof, on the opinion of counsel for the Trustee. In addition, in giving the opinions specified in subparagraphs (b), (e) and (f) of this Paragraph 5, counsel may (i) assume that the Builder transfers good and valid title in and to the Equipment free and clear of all liens, charges and other encumbrances and (ii) include a qualification as to the possibility that a judgment by a Canadian Court may be awarded only in Canadian currency and to the immunity of Canada from execution being levied against the property of Canada. In giving the opinion specified in subparagraph (g) of this Paragraph 5, counsel for the Builder may assume that the law of the State of Connecticut is the same as the law of the principal place of business of the Builder and may assume the timely recording or filing of this Agreement and any other documents relating thereto or copies or notices thereof in accordance with the laws of all jurisdictions in which such recording or filing may be required.

6. The Lessee will promptly cause this Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement and § 16 of the Lease. True copies of the Participation Agreement, Conditional Sale Agreement and Lease may be appended hereto, for informational purposes only, to facilitate registration in certain jurisdictions.

7. Except as amended hereby, the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement shall remain in full force and effect.

8. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument and it shall not be necessary that the parties hereto sign the same counterpart so long as all counterparts shall be executed by the Agent and the other parties hereto shall each sign such a counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada,

by \_\_\_\_\_

by \_\_\_\_\_

[Seal]

Attest:

\_\_\_\_\_  
Secretary

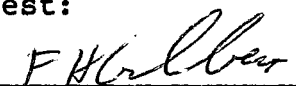
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by  \_\_\_\_\_

Assistant Vice President

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Corporate Trust Officer



J. P. MORGAN INTERFUNDING CORP.,

by \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

THE CONNECTICUT BANK AND TRUST  
COMPANY, as Trustee as aforesaid,

by  \_\_\_\_\_

Authorized Officer

[Corporate Seal]

Attest:

  
\_\_\_\_\_

Authorized Officer

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,

by \_\_\_\_\_

Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_

Assistant Secretary

HAWKER SIDDELEY CANADA INC.,

by \_\_\_\_\_

Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_

Secretary

PROVINCE OF MANITOBA, )  
 ) ss.:  
 CITY OF WINNIPEG ,)

On this            day of January 1981, before me personally appeared            and            , to me personally known, who, being by me duly sworn, says that they are the            and            , respectively, of THE CANADIAN WHEAT BOARD, that one of the seals affixed to the foregoing instrument is the seal of said Board, that said instrument was signed and sealed on behalf of said Board by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

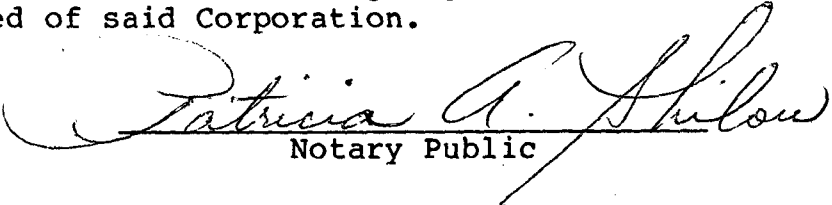
\_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )  
 ) ss.:  
 CITY OF BALTIMORE, )

On this <sup>19TH</sup> day of January 1981, before me personally appeared R. E. Schreiber , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

  
 Notary Public

[Notarial Seal]

My Commission expires 7-1-82

STATE OF NEW YORK, )  
 ) ss.:  
 COUNTY OF NEW YORK, )

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an            of J. P. MORGAN INTERFUNDING CORP., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT, )  
 ) ss.:  
 COUNTY OF HARTFORD, )

On this *20th* day of January 1981, before me personally appeared **DONALD E. SMITH**, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

SHEREE M. DANIELS  
 NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1985

[Notarial Seal]

My Commission expires



STATE OF NEW YORK, )  
 ) ss.:  
 COUNTY OF NEW YORK,)

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an            of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

PROVINCE OF ONTARIO, )  
 ) ss.:  
 CITY OF TORONTO, )

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is            of HAWKER SIDDELEY CANADA INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

Exhibit A  
To  
Amendment Agreement

SCHEDULE I  
TO  
CONDITIONAL SALE AGREEMENT

Allocation Schedule of Each  
\$1,000,000 of Conditional Sale Indebtedness

<u>Payment Date</u>	<u>Group A Equipment</u>			<u>Group B Equipment</u>	
	<u>Principal Payment</u>	<u>Ending Principal</u>		<u>Principal Payment</u>	<u>Ending Principal</u>
1/1/81	\$ 0.00	\$1,000,000.00			
7/1/81	6,772.99	993,227.01		0.00	\$1,000,000.00
1/1/82	7,213.24	986,013.77	\$	6,330.20	993,669.79
7/1/82	7,682.10	978,331.67		6,741.66	986,928.13
1/1/83	8,181.44	970,150.24		7,179.87	979,748.26
7/1/83	8,713.23	961,437.01		7,646.56	972,101.69
1/1/84	9,279.59	952,157.42		8,143.59	963,958.10
7/1/84	9,882.76	942,274.66		8,672.92	955,285.18
1/1/85	10,525.14	931,749.52		9,236.66	946,048.51
7/1/85	11,209.28	920,540.24		9,837.05	936,211.47
1/1/86	11,937.88	908,602.36		10,476.46	925,735.01
7/1/86	12,713.84	895,888.52		11,157.43	914,577.59
1/1/87	13,540.24	882,348.28		11,882.66	902,694.93
7/1/87	14,420.36	867,927.92		12,655.03	890,039.90
1/1/88	15,357.68	852,570.25		13,477.61	876,562.29
7/1/88	16,355.93	836,214.32		14,353.65	862,208.64
1/1/89	17,419.06	818,795.25		15,286.64	846,922.00
7/1/89	18,551.30	800,243.95		16,260.27	830,641.73
1/1/90	19,757.14	780,486.81		17,338.49	813,303.24
7/1/90	21,041.35	759,445.46		18,465.49	794,837.75
1/1/91	22,409.04	737,036.42		19,665.75	775,172.00
7/1/91	23,865.63	713,170.80		20,944.02	754,227.98
1/1/92	16,311.57	696,859.23		22,305.38	731,922.60
7/1/92	26,477.14	670,382.09		23,755.23	708,167.37
1/1/93	13,953.52	656,428.56		16,665.46	691,501.91
7/1/93	24,691.94	631,736.62		26,382.58	665,119.33
1/1/94	13,596.16	618,140.46		13,960.91	651,158.42
7/1/94	33,580.08	584,560.39		40,310.28	610,848.14
1/1/95	6,744.79	577,815.60		0.00	610,848.14
7/1/95	26,528.53	551,287.07		28,738.26	582,109.89
1/1/96	14,045.10	537,241.97		16,519.60	565,590.29
7/1/96	24,429.88	512,812.09		26,984.47	538,605.82
1/1/97	16,481.57	496,330.52		13,516.96	525,088.86
7/1/97	23,910.38	472,420.14		24,543.23	500,545.63
1/1/98	47,754.39	424,665.75		22,398.10	478,147.54
7/1/98	60,119.21	364,546.53		56,101.71	422,045.83
1/1/99	64,026.96	300,519.57		59,748.32	362,297.52
7/1/99	68,188.71	232,330.86		63,631.96	298,665.56
1/1/00	72,620.98	159,709.88		67,768.03	230,897.53
7/1/00	77,341.34	82,368.53		72,172.96	158,724.57
1/1/01	82,368.53	0.00		76,864.20	81,860.37
7/1/01	---	---		81,860.37	0.00
	<u>\$1,000,000.00</u>			<u>\$1,000,000.00</u>	

Exhibit B  
To  
Amendment Agreement

SCHEDULE B TO LEASE

Casualty Values

The Casualty Value of any Unit to be paid on a Casualty Value Payment Date during the primary term shall be an amount equal to the percentage of the Purchase Price of such Unit set forth opposite such Casualty Value Payment Date in the following schedule; provided, however, that in the event the Lessee makes payments pursuant to § 15(c) hereof or a similar payment pursuant to § 6 hereof to reflect a Loss of Depreciation Deduction (as such terms are defined in § 15(c) hereof) such percentage of the Purchase Price of such Unit shall be redetermined and adjusted in a manner which, after taking into account such payments, will provide the Owner the same after-tax rate of return as contemplated by this Lease, it being understood that no such redetermination or adjustment shall reduce the amount payable on any date for Casualty Value to an amount less than the aggregate principal amount of the Conditional Sale Indebtedness to be unpaid on such date, together with interest and premium, if any, thereon to be accrued and unpaid on such date.

<u>Casualty Value Payment Date</u>	<u>Percentage of Purchase Price</u>	
	<u>Group A Units</u>	<u>Group B Units</u>
1/1/81	112.30	-
7/1/81	112.30	111.79
1/1/82	115.00	111.79
7/1/82	117.45	115.08
1/1/83	119.38	117.68
7/1/83	121.03	120.05
1/1/84	122.41	121.98
7/1/84	123.52	123.67
1/1/85	124.34	125.12
7/1/85	124.89	126.33
1/1/86	125.16	127.29
7/1/86	125.17	128.03
1/1/87	124.90	128.53
7/1/87	124.37	128.82
1/1/88	123.70	128.88
7/1/88	122.99	128.74

<u>Casualty Value Payment Date</u>	<u>Percentage of Purchase Price</u>	
	<u>Group A Units</u>	<u>Group B Units</u>
1/1/89	122.22	128.40
7/1/89	121.41	127.85
1/1/90	120.54	127.14
7/1/90	119.61	126.23
1/1/91	118.62	125.18
7/1/91	117.56	123.95
1/1/92	116.43	122.60
7/1/92	115.22	121.10
1/1/93	113.94	119.50
7/1/93	112.58	117.76
1/1/94	110.00	115.95
7/1/94	107.32	112.86
1/1/95	104.55	109.63
7/1/95	101.63	106.30
1/1/96	98.56	102.88
7/1/96	95.29	99.35
1/1/97	91.80	95.73
7/1/97	88.08	92.01
1/1/98	84.17	88.20
7/1/98	80.25	84.29
1/1/99	76.44	80.35
7/1/99	72.66	76.42
1/1/00	69.04	72.56
7/1/00	65.49	68.72
1/1/01	62.16	65.03
7/1/01	58.96	61.39
1/1/02	55.79	57.95
7/1/02	52.40	54.40
1/1/03	48.94	50.78
7/1/03	45.25	46.94
1/1/04	39.41	42.97
7/1/04	34.33	38.77
1/1/05	27.06	34.40
7/1/05	23.54	29.77
1/1/06	19.81	24.96
7/1/06	-	20.00

Exhibit C  
To  
Amendment Agreement

SCHEDULE C TO LEASE

Termination Values

The Termination Value of the Units to be paid on any Termination Date during the primary term shall be an amount equal to the percentage of the Purchase Price of the Units set forth opposite such Termination Date in the following schedule; provided, however, that in the event the Lessee makes payments pursuant to § 15(c) hereof or a similar payment pursuant to § 6 hereof to reflect a Loss of Depreciation Deduction (as such terms are defined in § 15(c) hereof), such percentage of the Purchase Price of the Units shall be redetermined and adjusted in a manner which, after taking into account such payments, will provide the Owner the same after-tax rate of return as contemplated by this Lease, it being understood that no such redetermination or adjustment shall reduce the amount payable on any date for Termination Value to an amount less than the aggregate principal amount of the Conditional Sale Indebtedness to be unpaid on such date, together with interest and premium, if any, thereon to be accrued and unpaid on such date.

<u>Termination Dates</u>	<u>Percentage of Purchase Price</u>		<u>Termination Dates</u>	<u>Percentage of Purchase Price</u>	
	<u>Group A Units</u>	<u>Group B Units</u>		<u>Group A Units</u>	<u>Group B Units</u>
1/1/91	116.58	-	1/1/99	73.15	77.16
7/1/91	115.46	121.91	7/1/99	69.27	73.13
1/1/92	114.27	120.50	1/1/00	65.54	69.17
7/1/92	113.00	118.94	7/1/00	61.89	65.23
1/1/93	111.64	117.28	1/1/01	58.45	61.43
7/1/93	110.21	115.47	7/1/01	55.14	58.69
1/1/94	107.56	113.59	1/1/02	51.85	54.13
7/1/94	104.81	110.42	7/1/02	48.35	50.47
1/1/95	101.96	107.12	1/1/03	44.76	46.73
7/1/95	98.97	103.71	7/1/03	40.95	42.76
1/1/96	95.81	100.72	1/1/04	33.97	38.67
7/1/96	92.45	96.61	7/1/04	25.75	34.33
1/1/97	88.88	92.80	1/1/05	19.35	29.83
7/1/97	85.07	89.09	7/1/05	13.68	25.06
1/1/98	81.07	85.19	1/1/06	9.81	17.11
7/1/98	77.06	81.19	7/1/06	-	10.00



AMENDMENT AGREEMENT

Among

THE CANADIAN WHEAT BOARD,  
Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Agent,

J. P. MORGAN INTERFUNDING CORP.,  
Owner,

THE CONNECTICUT BANK AND TRUST COMPANY,  
Trustee,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
Investor,

and

HAWKER SIDDELEY CANADA INC.,  
Builder

---

Dated as of December 29, 1980

[Amending Participation Agreement, Conditional  
Sale Agreement and Lease of Railroad  
Equipment, each dated as of April 1, 1980, as  
previously amended]

---

AMENDMENT AGREEMENT dated as of December 29, 1980, among THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent"), J. P. MORGAN INTERFUNDING CORP. (the "Owner"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not individually but solely in its capacity as Trustee (the "Trustee") under a Trust Agreement dated as of April 1, 1980, with the Agent and the Owner (the "Trust Agreement"), MORGAN GUARANTY TRUST COMPANY OF NEW YORK (the "Investor"), and HAWKER SIDDELEY CANADA INC. (the "Builder").

WHEREAS the parties hereto (other than the Builder) have entered into a Participation Agreement dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Participation Agreement"), providing for the leveraged lease financing of certain railroad equipment (the "Equipment");

WHEREAS the Trustee and the Builder (under its former name, Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Conditional Sale Agreement"), providing for the purchase by the Trustee from the Builder of the Equipment and the retention of the property and a security interest in the Equipment until the Trustee fulfills its obligations thereunder;

WHEREAS the Builder (under its former name, Hawker Siddeley Canada Ltd.) and the Agent have entered into an Agreement and Assignment dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Assignment"), providing for the assignment of the security interest of the Builder and the property in the Equipment to the Agent, acting on behalf of the Investor;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Lease"), covering the Equipment;

WHEREAS the Conditional Sale Agreement, the Assignment and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 10, 1980, at 12:15 p.m. and were assigned recordation numbers 11886, 11886-A, and 11886-B, respectively, and were filed and regis-

tered in certain provinces of Canada;

WHEREAS the Amendment Agreement dated as of October 1, 1980, to the Participation Agreement, Conditional Sale Agreement and Lease was filed with the Interstate Commerce Commission pursuant to 49 USC § 11303 on December 9, 1980, at 1:35 p.m. and was assigned recordation number 11886-C, and was filed and registered in certain provinces of Canada;

WHEREAS a portion of the Equipment, as defined in the Conditional Sale Agreement will not be delivered until after January 1, 1981;

WHEREAS the parties hereto desire to amend the Participation Agreement, the Conditional Sale Agreement, the Lease and the Assignment in order to extend the Cutoff Date, provide for a different lease term for Equipment delivered after January 1, 1981, and to make certain other changes;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The parties to the Participation Agreement agree that it shall be amended as follows:

(a) The phrase beginning with the word "commencing" and ending with the date "January 1, 2001," in clause (i) of the second paragraph of Exhibit C is hereby deleted and the following is substituted therefor to read in its entirety:

"(a) in the case of Group A Equipment (as defined in the Conditional Sale Agreement), commencing July 1, 1981, to and including January 1, 2001, and (b) in the case of Group B Equipment (as defined in the Conditional Sale Agreement), commencing January 1, 1982, to and including July 1, 2001."

(b) The words "commencing January 1, 1981" contained in clause (ii) of the second paragraph of Exhibit C are hereby deleted and the words "commencing (a) in the case of the Group A Equipment, January 1, 1981, and (b) in the case of the Group B Equipment, July 1, 1981," substituted therefor.

2. The parties to the Conditional Sale Agreement,

and the Agent, as assignee of the Builder, agree that the Conditional Sale Agreement is hereby amended as follows:

(a) The words "The 'Equipment'" in the first introductory paragraph are hereby deleted and the following substituted therefor:

"all such equipment delivered and accepted on or prior to December 31, 1980, called the 'Group A Equipment' and all such equipment delivered thereafter called the 'Group B Equipment'; the Group A Equipment and the Group B Equipment called collectively the 'Equipment'."

(b) The date "December 31, 1980" in the fourth and fifth lines of the second paragraph of Article 3 is hereby deleted and the date "June 30, 1981," substituted therefor.

(c) The date "December 31, 1980" appearing in the sixth line of the second paragraph of Article 4 is hereby deleted and the date "June 30, 1981," substituted therefor.

(d) The words "(i) in the case of the Purchase Price of Group A Equipment" are hereby added immediately before the date "July 1, 1981," in the fifth line of the fourth paragraph of Article 4 and the words "and (ii) in the case of the Purchase Price of Group B Equipment, commencing January 1, 1982, to and including July 1, 2001 (or, if any such date is not a business day, on the next succeeding business day)" immediately after the words "business day)," in the seventh line of the fourth paragraph of Article 4.

(e) The dates "June-Dec. 1980," in the eighth column of Annex B are hereby deleted and the dates "June 1980-June 1981," substituted therefor.

(f) Schedule I to the Conditional Sale Agreement is hereby deleted in its entirety and Exhibit A hereto substituted therefor.

3. The parties to the Lease agree that it shall be amended as follows:

(a) The words "(the 'Units')" in the third line of the second introductory paragraph are hereby deleted and

the following substituted therefor:

"(such units delivered and accepted on or prior to December 31, 1980, called the 'Group A Units' and such units delivered thereafter called the 'Group B Units'; the Group A Units and the Group B Units called, collectively, the 'Units')."

(b) The entire portion of the first sentence of the first paragraph of § 3 following the words "in each year, commencing" is hereby deleted and the following substituted therefor, to read in its entirety:

"(i) in the case of each Group A Unit, July 1, 1981, and, (ii) in the case of each Group B Unit, January 1, 1982 (each of such dates being hereinafter called a 'Rental Payment Date')."

(c) The phrase "in the case of Group A Units and January 1, 1982, in the case of Group B Units" shall be inserted immediately following the date "January 1, 1981," in clause (e) of the third paragraph of § 3.

(d) The words "applicable to each Group A Unit and each of such 50 dates applicable to each Group B Unit" immediately after the words "50 dates" in the parentheses in the fifth line of § 3.

(e) The phrase "and for the Group B Units, any additional or different assumptions utilized in evaluating the Group B portion of the transaction" is hereby added immediately after the word "transaction" in the third to the last line of the third paragraph of § 3.

(f) A new sentence is hereby added at the end of the third paragraph of § 3 to read in its entirety as follows:

"Lessor and Lessee further agree that if the weighted average Closing Date relating to the Group B Units is before March 1, 1981, then the rentals payable hereunder with respect to Group B Units and the Casualty Values and Termination Values set forth in Schedules B and C hereto will be adjusted upward to preserve the Owner's Net Economic Return with respect to the Group B Units."

(g) The date "January 1, 2006" in the first sentence of § 4 is hereby deleted and the words "(i) in the case of the Group A Units, January 1, 2006, and

(ii) in the case of the Group B Units, July 1, 2006."

(h) The date "January 1, 1991" in clause (i) in the ninth paragraph of § 7 is hereby deleted and the date "July 1, 1991" substituted therefor.

(i) § 15 is hereby amended by:

(i) the addition of the words "in the case of the Group A Units" immediately before the words "12 months" at the beginning of paragraph (a)(4)(A)(ii);

(ii) the renumbering of paragraphs (a)(4)(A)(iii) and (iv) as paragraphs (a)(4)(A)(iv) and (v), respectively; and

(iii) the addition thereto of a new paragraph (a)(4)(A)(iii) thereof to read in its entirety as follows:

"(iii) in the case of the Group B Units, 12 months of depreciation in the calendar year 1981, based upon the election of the 'modified half-year' convention, if the Owner properly elects such convention, or six months depreciation in the calendar year 1981, based upon election of the 'half-year convention', if the Owner properly elects such convention;"

(j) The entire portion of the first sentence of § 19 following the words "such purchase," in the sixteenth line thereof is hereby deleted in its entirety and the following substituted therefor, to read in its entirety:

"if the Owner had not been required to pay on (i) January 1, 1981, in connection with the Group A Units or (ii) July 1, 1981, in connection with the Group B Units, the interest accrued on or the Conditional Sale Indebtedness from the first Closing Date (as defined in the CSA) to (i) January 1, 1981, in the case of the Group A Units and to (ii) July 1, 1981, in the case of the Group B Units during the basic term of the Lease commencing on (i) January 1, 1981, in the case of the Group A Units and (ii) July 1, 1981, in the case of the Group B Units."

(k) Schedules B and C to the Lease are hereby deleted in their entirety and Exhibits B and C hereto substituted therefor, respectively.

4. The terms "Participation Agreement", "Conditional Sale Agreement" and "Lease", as used in the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement, shall be deemed to refer to the Participation Agreement, the Conditional Sale Agreement and the Lease, respectively, as amended by this Agreement.

5. The amendments herein provided for shall be subject to, as conditions precedent, the receipt by the Agent on or prior to the date hereof of the following documents dated the date hereof.

(a) an opinion of Messrs. Cravath, Swaine & Moore, special counsel for the Agent and the Investor, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered and constitutes, and the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement, constitute, legal and valid instruments, binding on the parties thereto in accordance with their terms;

(ii) no authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia is, to the knowledge of said counsel, necessary for the execution, delivery and performance of this Agreement, or the performance of the Participation Agreement, the Conditional Sale Agreement or the Lease, all as amended by this Agreement;

(iii) this Agreement has been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and, since the Equipment may not be used in United States Interstate Commerce, Uniform Commercial Code financing statements, and amendments thereto, naming Trustee, as debtor and Agent as secured party have been duly filed in all offices where required in Connecticut, and no other filing or recordation is necessary for the protection of

the rights of the Agent in such documents or in the Equipment in any state of the United States of America or the District of Columbia; and

(iv) the legal opinions referred to in subparagraphs (b), (c), (d), (e), (f), (g) and (h) of this Paragraph 5 are satisfactory to said special counsel and in their opinion the Investor and they are justified in relying thereon;

and as to such other matters incident to the transactions contemplated by this Agreement as the Investor may reasonably request;

(b) an opinion of Messrs. Tory, Tory, DesLauriers & Binnington, special Canadian counsel for the Agent, the Investor, the Trustee and the Owner, to the effect that:

(i) the Lessee is a body corporate created by the Canadian Wheat Board Act (Canada), and is for all purposes an agent of Canada, and the obligations of the Lessee under the Participation Agreement and the Lease, both as amended by this Agreement, constitute direct obligations of Canada;

(ii) this Agreement has been duly authorized, executed and delivered by the Lessee and, assuming due authorization, execution and delivery by the other parties hereto, constitutes, and the Participation Agreement and the Lease, both as amended by this Agreement constitute, legal and valid instruments, binding on Canada in accordance with their terms;

(iii) no authorization or approval from any governmental or public body or authority in Canada is required under the laws of Canada or any province thereof with respect to the entering into this Agreement or, to the knowledge of said counsel, performance of this Agreement, or of the Participation Agreement, the Conditional Sale Agreement or the Lease, all as amended by this Agreement, except those which have been duly obtained or accomplished;

(iv) all taxes and registration, filing and recording fees payable in Canada or any province thereof in connection with the execution, delivery,



registration, depositing, filing or recording of this Agreement have been paid;

(v) proceedings may be brought against Canada in the Federal Court of Canada for a declaratory judgment with regard to any claims arising out of or relating to the obligations of Canada hereunder or under the Participation Agreement or the Lease, both as amended hereby, except that such proceedings may not be available for payment of amounts payable hereunder or thereunder but not paid by reason of the failure to obtain the necessary Parliamentary appropriations; no law in Canada requires the consent of any public official or authority for proceedings to be brought or judgment to be obtained against Canada arising out of or relating to the obligations of Canada hereunder or under the Participation Agreement or the Lease, both as amended hereby; nor is there any immunity from jurisdiction available to Canada in any such action in the Federal Court of Canada; and although any judgment obtained in proceedings brought in the Federal Court of Canada against Canada is not capable of being enforced by execution against Canada, any final money judgment and costs awarded against Canada in any such proceedings are required by the Federal Court Act (Canada) to be paid out of the Consolidated Revenue Fund of Canada;

(vi) the Federal Court of Canada will observe and give effect to the choice of law clauses contained in the Participation Agreement and the Lease, both as amended hereby, and will apply the laws of the State of Connecticut in construing the Participation Agreement and the Lease; both as amended hereby;

(vii) this Agreement has been duly registered in the appropriate registries pursuant to the Conditional Sales Acts of British Columbia, Alberta and Saskatchewan and in the appropriate offices of the Counties of Pictou and Halifax, Nova Scotia, and except that the registration must be renewed in Saskatchewan, Alberta and British Columbia within 3 years (or, in the case of Saskatchewan, 4 years) of the initial registration and within 3 years of every renewal thereafter, and within 5 years of the initial registration and within 5 years of every renewal thereafter in the Counties of

Pictou and Halifax, Nova Scotia, no other registration, filing or recording is necessary in order to protect in British Columbia, Alberta and Saskatchewan and in the Counties of Pictou and Halifax, Nova Scotia, the rights of the Trustee under the Lease and of the Agent in and to the Equipment under the Conditional Sales Agreement, as amended hereby, and the Assignment;

(viii) subject to the rights of the Lessee under the Lease, as amended hereby and to any liens which may arise under The Workers' Compensation Act of Nova Scotia or The Assessment Act of Nova Scotia, the rights of the Agent in and to the Equipment under the Conditional Sale Agreement, as amended hereby, are fully protected against any and all subsequent purchasers and mortgagees claiming from or under the Trustee and against creditors of the Trustee in British Columbia, Alberta and Saskatchewan and against subsequent mortgagees claiming from or under the Trustee and against creditors of the Trustee in the Counties of Pictou and Halifax, Nova Scotia;

(ix) Financing Change Statements have been registered giving notice of this Agreement in accordance with the Personal Property Security Acts of Ontario and Manitoba, and the interest of the Agent in and to the Equipment pursuant to the Conditional Sale Agreement and the Lease, both as amended hereby, and to the Assignment has been duly perfected in Ontario and Manitoba, and except that registration must be renewed in Ontario and Manitoba within three years of the initial registration and within three years of every renewal thereafter, no other registration, filing or recording is necessary in order to protect in Ontario and Manitoba the rights of the Agent in and to the Equipment under the Conditional Sales Agreement, as amended hereby, and the Assignment; and

(x) under the law of the Province of Quebec, there is no provision for the registration, recording or filing of the title of the Trustee to the Equipment and the rights of the Agent under the Conditional Sales Agreement, as amended hereby, and the Assignment, nor for the taking of any other

action with respect thereto, in such province; under the law of the Province of Quebec, such title and rights of the Agent are effectively protected in that the Trustee may revindicate, i.e., recover the Equipment from the Lessee or a third party in possession even in the event where such third party purports to be the owner thereof, by proving its own title and the defects in the possession or title of such third party except where:

(A) such third party shall have acquired title to the Equipment by way of prescription, which takes place after the lapse of three years, reckoning from the loss of possession, in favour of the possessors in good faith, even when the loss of possession has been occasioned by theft;

(B) such third party shall have bought the Equipment in good faith in a fair or market, or at a public sale, or from a trader dealing in similar articles, or by way of a commercial matter, except that so long as prescription has not been acquired, any Equipment loss or stolen may be revindicated although it has been bought in good faith as aforesaid, but the revindication in such cases can only take place upon reimbursing the third party the price he has paid; or

(C) such third party shall have acquired the Equipment pursuant to a sale under the authority of law;

(c) an opinion of Messrs. Day, Berry & Howard, counsel for the Trustee, to the effect set forth in clause (ii) of subparagraph (a) of this Paragraph 5, insofar as such matters relate to the Trustee and to the laws of the State of Connecticut or of the United States of America regulating banking or trust powers, and to the further effect that:

(i) The Connecticut Bank and Trust Company is a banking corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut, has the corporate power, authority and legal right under Connecticut and Federal law to carry on its business as presently conducted, to execute and deliver this Agreement,

and to observe and perform the provisions hereof and of the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement;

(ii) this Agreement has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other parties thereto, this Agreement and the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement, are legal and valid instruments, binding on the parties thereto in accordance with their terms; and

(iii) Uniform Commercial Code financing statements, and amendments thereto, with respect to the Equipment naming the Trustee as debtor and the Agent as secured party have been duly filed in all offices where required in Connecticut and, assuming the filing of this Agreement, the Conditional Sales Agreement as amended hereby and the Assignment pursuant to 49 U.S.C. § 11303, no other filing or recordation is necessary under the laws of the State of Connecticut for the protection of the rights of the Agent, in the Equipment in such state, except that continuation statements must be filed within 6 months prior to the expiration of the 5-year period following the date of filing of the financing statements originally filed and subsequent continuation statements must be filed within 6 months prior to the expiration of each subsequent 5-year period;

(d) an opinion of Messrs. Davis Polk & Wardwell, counsel for the Owner, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered by the Owner and, assuming the due authorization, execution and delivery by the other parties thereto, this Agreement and the Participation Agreement, as amended hereby, are legal, valid and binding instruments, enforceable against the Owner in accordance with their terms;

(ii) no authorization or approval from any governmental body or authority of the United States of America or of any state is to the knowledge of such counsel necessary for the execution and delivery of this Agreement by the Owner and the performance by the Owner of this Agreement and the Participation Agreement, as amended hereby;

(e) an opinion of Messrs. Stikeman, Elliott, Tamaki, Mercier & Robb, special counsel for the Lessee, to the effect set forth in subparagraph (b) of this Paragraph 5;

(f) an opinion of Henry B. Monk, Esq., General Counsel of the Lessee, to the effect set forth in clauses (i), (ii) and (iii), of subparagraph (b) of this Paragraph 5;

(g) an opinion of counsel for the Builder to the effect that this Agreement has been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the parties hereto, this Agreement and the Conditional Sale Agreement, as amended by this Agreement, constitute the legal, valid and binding agreements of the Builder enforceable against the Builder in accordance with their terms; and

(h) an opinion of counsel for the Agent to the effect that this Agreement has been duly authorized, executed and delivered by the Agent and, assuming due authorization, execution and delivery thereof by the parties hereto, this Agreement and the Participation Agreement, as amended hereby, are legal, valid and binding instruments.

In giving the opinions specified in subparagraphs (a) through (g) of this Paragraph 5, counsel may qualify its opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by equitable principles or (except in the case of the opinions specified in subparagraphs (b), (e) and (f)) by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinion specified in subparagraph (a) of this Paragraph 5, counsel may rely (i) as to authorization, execution and delivery by the Builder of the documents executed by the Builder, on the opinion of counsel for the Builder and (ii) as to any matter governed by the law of any jurisdiction other than the State of New York or the United States of America, on the opinions of special Canadian counsel and of counsel for the Trustee, the Agent, the Builder and the Lessee as to such matter. In addition, the opinion specified in subparagraph (c) of this Paragraph 5 may contain the further qualifications that (i) the enforcement of the indemnification provisions of the Conditional Sale Agreement and the Lease, both as amended hereby, may be limited by considerations of public policy insofar as indemnification for violation of securities or other laws is concerned and (ii) certain laws and judicial decisions may affect the enforceability of certain rights and remedies

provided in the Conditional Sale Agreement and the Lease, but none of such laws and judicial decisions make the rights and remedies provided in the Conditional Sale Agreement and the Lease, both as amended hereby, in each case taken as a whole, inadequate for the realization of the benefits thereof (except with respect to the indemnification provisions of the Conditional Sale Agreement and the Lease, both as amended hereby, to the extent enforcement of such provisions may be limited as aforesaid). In giving the opinion specified in subparagraph (d) of this Paragraph 5, counsel may rely as to any matter governed by the law of any jurisdiction other than the State of New York or the United States, on the opinions of special Canadian counsel and of counsel for the Trustee and the Lessee. In giving the opinions specified in subparagraphs (b), (e) and (f) of this Paragraph 5, special Canadian counsel may rely (i) as to any matters governed by the laws of provinces of Canada other than Ontario (in the case of the opinion specified in subparagraph (b)) or Quebec (in the case of the opinion specified in subparagraph (e)), on opinions of special provincial counsel which are satisfactory in form and scope to such special Canadian counsel and copies of which are attached to their opinions, (ii) as to perfection of the security interest of the Agent in the Equipment created by the Conditional Sale Agreement, as amended hereby, on the opinions of counsel for the Agent and the Trustee and (iii) as to any matter governed by the law of any jurisdiction other than Canada or the provinces thereof, on the opinion of counsel for the Trustee. In addition, in giving the opinions specified in subparagraphs (b), (e) and (f) of this Paragraph 5, counsel may (i) assume that the Builder transfers good and valid title in and to the Equipment free and clear of all liens, charges and other encumbrances and (ii) include a qualification as to the possibility that a judgment by a Canadian Court may be awarded only in Canadian currency and to the immunity of Canada from execution being levied against the property of Canada. In giving the opinion specified in subparagraph (g) of this Paragraph 5, counsel for the Builder may assume that the law of the State of Connecticut is the same as the law of the principal place of business of the Builder and may assume the timely recording or filing of this Agreement and any other documents relating thereto or copies or notices thereof in accordance with the laws of all jurisdictions in which such recording or filing may be required.

6. The Lessee will promptly cause this Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement and § 16 of the Lease. True copies of the Participation Agreement, Conditional Sale Agreement and Lease may be appended hereto, for informational purposes only, to facilitate registration in certain jurisdictions.

7. Except as amended hereby, the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement shall remain in full force and effect.

8. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument and it shall not be necessary that the parties hereto sign the same counterpart so long as all counterparts shall be executed by the Agent and the other parties hereto shall each sign such a counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

THE CANADIAN WHEAT BOARD, a body  
corporate acting as agent of Her  
Majesty in right of Canada,

by

\_\_\_\_\_

by

\_\_\_\_\_

[Seal]

Attest:

\_\_\_\_\_  
Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Agent,

by

  
\_\_\_\_\_  
Assistant Vice President

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Corporate Trust Officer

J. P. MORGAN INTERFUNDING CORP.,

by

[Corporate Seal]

Attest:

\_\_\_\_\_

THE CONNECTICUT BANK AND TRUST  
COMPANY, as Trustee as aforesaid,

by

\_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest:

\_\_\_\_\_

Authorized Officer

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,

by

  
\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_

Assistant Secretary

HAWKER SIDDELEY CANADA INC.,

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_

Secretary



PROVINCE OF MANITOBA,) )  
 ) ss.:  
 CITY OF WINNIPEG ,)

On this            day of January 1981, before me personally appeared            and            , to me personally known, who, being by me duly sworn, says that they are the            and            respectively, of THE CANADIAN WHEAT BOARD, that one of the seals affixed to the foregoing instrument is the seal of said Board, that said instrument was signed and sealed on behalf of said Board by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

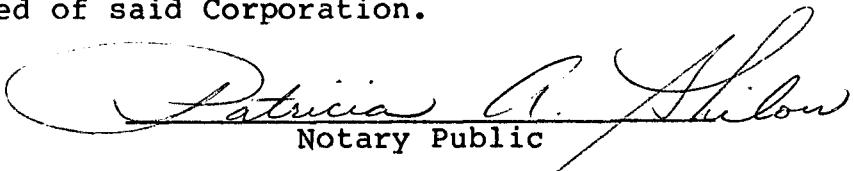
\_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,) )  
 ) ss.:  
 CITY OF BALTIMORE,)

On this 19<sup>TH</sup> day of January 1981, before me personally appeared R. E. Schreiber , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

  
 Notary Public

[Notarial Seal]

My Commission expires 7-1-82

STATE OF NEW YORK, )  
 ) ss.:  
 COUNTY OF NEW YORK,)

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an            of J. P. MORGAN INTERFUNDING CORP., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT, )  
 ) ss.:  
 COUNTY OF HARTFORD, )

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK,)

On this 23 day of January 1981, before me personally appeared Louis V. Farrar, to me personally known, who, being by me duly sworn, says that he is an ~~Vice President~~ of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

James C. Vella  
Notary Public

[Notarial Seal]

My Commission expires

**JANIS A. VOTTA**  
Notary Public, State of N. Y.  
No. 24-4623624  
Qualified in Kings Co.  
Cert. filed in New York Co.  
Comm. expires March 30, 1972

PROVINCE OF ONTARIO, )  
 ) ss.:  
CITY OF TORONTO, )

On this                      day of January 1981, before me personally appeared                      , to me personally known, who, being by me duly sworn, says that he is                      of HAWKER SIDDELEY CANADA INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires

Exhibit A  
To  
Amendment Agreement

SCHEDULE I  
TO  
CONDITIONAL SALE AGREEMENT

Allocation Schedule of Each  
\$1,000,000 of Conditional Sale Indebtedness

<u>Payment Date</u>	<u>Group A Equipment</u>		<u>Group B Equipment</u>	
	<u>Principal Payment</u>	<u>Ending Principal</u>	<u>Principal Payment</u>	<u>Ending Principal</u>
1/1/81	\$ 0.00	\$1,000,000.00		
7/1/81	6,772.99	993,227.01	0.00	\$1,000,000.00
1/1/82	7,213.24	986,013.77	\$ 6,330.20	993,669.79
7/1/82	7,682.10	978,331.67	6,741.66	986,928.13
1/1/83	8,181.44	970,150.24	7,179.87	979,748.26
7/1/83	8,713.23	961,437.01	7,646.56	972,101.69
1/1/84	9,279.59	952,157.42	8,143.59	963,958.10
7/1/84	9,882.76	942,274.66	8,672.92	955,285.18
1/1/85	10,525.14	931,749.52	9,236.66	946,048.51
7/1/85	11,209.28	920,540.24	9,837.05	936,211.47
1/1/86	11,937.88	908,602.36	10,476.46	925,735.01
7/1/86	12,713.84	895,888.52	11,157.43	914,577.59
1/1/87	13,540.24	882,348.28	11,882.66	902,694.93
7/1/87	14,420.36	867,927.92	12,655.03	890,039.90
1/1/88	15,357.68	852,570.25	13,477.61	876,562.29
7/1/88	16,355.93	836,214.32	14,353.65	862,208.64
1/1/89	17,419.06	818,795.25	15,286.64	846,922.00
7/1/89	18,551.30	800,243.95	16,260.27	830,641.73
1/1/90	19,757.14	780,486.81	17,338.49	813,303.24
7/1/90	21,041.35	759,445.46	18,465.49	794,837.75
1/1/91	22,409.04	737,036.42	19,665.75	775,172.00
7/1/91	23,865.63	713,170.80	20,944.02	754,227.98
1/1/92	16,311.57	696,859.23	22,305.38	731,922.60
7/1/92	26,477.14	670,382.09	23,755.23	708,167.37
1/1/93	13,953.52	656,428.56	16,665.46	691,501.91
7/1/93	24,691.94	631,736.62	25,382.58	665,119.33
1/1/94	13,596.16	618,140.46	13,960.91	651,158.42
7/1/94	33,580.08	584,560.39	40,310.28	610,848.14
1/1/95	6,744.79	577,815.60	0.00	610,848.14
7/1/95	26,528.53	551,287.07	28,738.26	582,109.89
1/1/96	14,045.10	537,241.97	16,519.60	565,590.29
7/1/96	24,429.88	512,812.09	26,984.47	538,605.82
1/1/97	16,481.57	496,330.52	13,516.96	525,088.86
7/1/97	23,910.38	472,420.14	24,543.23	500,545.63
1/1/98	47,754.39	424,665.75	22,398.10	478,147.54
7/1/98	60,119.21	364,546.53	56,101.71	422,045.83
1/1/99	64,026.96	300,519.57	59,748.32	362,297.52
7/1/99	68,188.71	232,330.86	63,631.96	298,665.56
1/1/00	72,620.98	159,709.88	67,768.03	230,897.53
7/1/00	77,341.34	82,368.53	72,172.96	158,724.57
1/1/01	82,368.53	0.00	76,864.20	81,860.37
7/1/01	---	---	81,860.37	0.00
	<u>\$1,000,000.00</u>		<u>\$1,000,000.00</u>	

Exhibit B  
To  
Amendment Agreement

SCHEDULE B TO LEASE

Casualty Values

The Casualty Value of any Unit to be paid on a Casualty Value Payment Date during the primary term shall be an amount equal to the percentage of the Purchase Price of such Unit set forth opposite such Casualty Value Payment Date in the following schedule; provided, however, that in the event the Lessee makes payments pursuant to § 15(c) hereof or a similar payment pursuant to § 6 hereof to reflect a Loss of Depreciation Deduction (as such terms are defined in § 15(c) hereof) such percentage of the Purchase Price of such Unit shall be redetermined and adjusted in a manner which, after taking into account such payments, will provide the Owner the same after-tax rate of return as contemplated by this Lease, it being understood that no such redetermination or adjustment shall reduce the amount payable on any date for Casualty Value to an amount less than the aggregate principal amount of the Conditional Sale Indebtedness to be unpaid on such date, together with interest and premium, if any, thereon to be accrued and unpaid on such date.

<u>Casualty Value Payment Date</u>	<u>Percentage of Purchase Price</u>	
	<u>Group A Units</u>	<u>Group B Units</u>
1/1/81	112.30	-
7/1/81	112.30	111.79
1/1/82	115.00	111.79
7/1/82	117.45	115.00
1/1/83	119.38	117.68
7/1/83	121.03	120.05
1/1/84	122.41	121.98
7/1/84	123.52	123.67
1/1/85	124.34	125.12
7/1/85	124.89	126.33
1/1/86	125.16	127.29
7/1/86	125.17	128.03
1/1/87	124.90	128.53
7/1/87	124.37	128.82
1/1/88	123.70	128.88
7/1/88	122.99	120.74

Casualty Value Payment Date	Percentage of Purchase Price	
	Group A Units	Group B Units
1/1/89	122.22	128.40
7/1/89	121.41	127.85
1/1/90	120.54	127.14
7/1/90	119.61	126.23
1/1/91	118.62	125.18
7/1/91	117.56	123.95
1/1/92	116.43	122.60
7/1/92	115.22	121.10
1/1/93	113.94	119.50
7/1/93	112.58	117.76
1/1/94	110.00	115.95
7/1/94	107.32	112.86
1/1/95	104.55	109.63
7/1/95	101.63	106.30
1/1/96	98.56	102.88
7/1/96	95.29	99.35
1/1/97	91.80	95.73
7/1/97	88.08	92.01
1/1/98	84.17	88.20
7/1/98	80.25	84.29
1/1/99	76.44	80.35
7/1/99	72.66	76.42
1/1/00	69.04	72.56
7/1/00	65.49	68.72
1/1/01	62.16	65.03
7/1/01	58.96	61.39
1/1/02	55.79	57.95
7/1/02	52.40	54.40
1/1/03	48.94	50.78
7/1/03	45.25	46.94
1/1/04	39.41	42.97
7/1/04	34.33	38.77
1/1/05	27.06	34.40
7/1/05	23.54	29.77
1/1/06	19.81	24.96
7/1/06	-	20.00

Exhibit C  
To  
Amendment Agreement

SCHEDULE C TO LEASE

Termination Values

The Termination Value of the Units to be paid on any Termination Date during the primary term shall be an amount equal to the percentage of the Purchase Price of the Units set forth opposite such Termination Date in the following schedule; provided, however, that in the event the Lessee makes payments pursuant to § 15(c) hereof or a similar payment pursuant to § 6 hereof to reflect a Loss of Depreciation Deduction (as such terms are defined in § 15(c) hereof), such percentage of the Purchase Price of the Units shall be redetermined and adjusted in a manner which, after taking into account such payments, will provide the Owner the same after-tax rate of return as contemplated by this Lease, it being understood that no such redetermination or adjustment shall reduce the amount payable on any date for Termination Value to an amount less than the aggregate principal amount of the Conditional Sale Indebtedness to be unpaid on such date, together with interest and premium, if any, thereon to be accrued and unpaid on such date.

<u>Termination Dates</u>	<u>Percentage of Purchase Price</u>		<u>Termination Dates</u>	<u>Percentage of Purchase Price</u>	
	<u>Group A Units</u>	<u>Group B Units</u>		<u>Group A Units</u>	<u>Group B Units</u>
1/1/91	116.58	-	1/1/99	73.15	77.16
7/1/91	115.46	121.91	7/1/99	69.27	73.13
1/1/92	114.27	120.50	1/1/00	65.54	69.17
7/1/92	113.00	118.94	7/1/00	61.89	65.23
1/1/93	111.64	117.28	1/1/01	58.45	61.43
7/1/93	110.21	115.47	7/1/01	55.14	58.69
1/1/94	107.56	113.59	1/1/02	51.85	54.13
7/1/94	104.81	110.42	7/1/02	48.35	50.47
1/1/95	101.96	107.12	1/1/03	44.76	46.73
7/1/95	98.97	103.71	7/1/03	40.95	42.76
1/1/96	95.81	100.72	1/1/04	33.97	38.67
7/1/96	92.45	96.61	7/1/04	25.75	34.33
1/1/97	88.88	92.80	1/1/05	19.35	29.83
7/1/97	85.07	89.09	7/1/05	13.68	25.06
1/1/98	81.07	85.19	1/1/06	9.81	17.11
7/1/98	77.06	81.19	7/1/06	-	10.00

AMENDMENT AGREEMENT

Among

THE CANADIAN WHEAT BOARD,  
Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Agent,

J. P. MORGAN INTERFUNDING CORP.,  
Owner,

THE CONNECTICUT BANK AND TRUST COMPANY,  
Trustee,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
Investor,

and

HAWKER SIDDELEY CANADA INC.,  
Builder

---

Dated as of December 29, 1980

[Amending Participation Agreement, Conditional  
Sale Agreement and Lease of Railroad  
Equipment, each dated as of April 1, 1980, as  
previously amended]

---



AMENDMENT AGREEMENT dated as of December 29, 1980, among THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent"), J. P. MORGAN INTERFUNDING CORP. (the "Owner"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not individually but solely in its capacity as Trustee (the "Trustee") under a Trust Agreement dated as of April 1, 1980, with the Agent and the Owner (the "Trust Agreement"), MORGAN GUARANTY TRUST COMPANY OF NEW YORK (the "Investor"), and HAWKER SIDDELEY CANADA INC. (the "Builder").

WHEREAS the parties hereto (other than the Builder) have entered into a Participation Agreement dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Participation Agreement"), providing for the leveraged lease financing of certain railroad equipment (the "Equipment");

WHEREAS the Trustee and the Builder (under its former name, Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Conditional Sale Agreement"), providing for the purchase by the Trustee from the Builder of the Equipment and the retention of the property and a security interest in the Equipment until the Trustee fulfills its obligations thereunder;

WHEREAS the Builder (under its former name, Hawker Siddeley Canada Ltd.) and the Agent have entered into an Agreement and Assignment dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Assignment"), providing for the assignment of the security interest of the Builder and the property in the Equipment to the Agent, acting on behalf of the Investor;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1980, as previously amended as of October 1, 1980 (the "Lease"), covering the Equipment;

WHEREAS the Conditional Sale Agreement, the Assignment and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 10, 1980, at 12:15 p.m. and were assigned recordation numbers 11886, 11886-A, and 11886-B, respectively, and were filed and regis-

tered in certain provinces of Canada;

WHEREAS the Amendment Agreement dated as of October 1, 1980, to the Participation Agreement, Conditional Sale Agreement and Lease was filed with the Interstate Commerce Commission pursuant to 49 USC § 11303 on December 9, 1980, at 1:35 p.m. and was assigned recordation number 11886-C, and was filed and registered in certain provinces of Canada;

WHEREAS a portion of the Equipment, as defined in the Conditional Sale Agreement will not be delivered until after January 1, 1981;

WHEREAS the parties hereto desire to amend the Participation Agreement, the Conditional Sale Agreement, the Lease and the Assignment in order to extend the Cutoff Date, provide for a different lease term for Equipment delivered after January 1, 1981, and to make certain other changes;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The parties to the Participation Agreement agree that it shall be amended as follows:

(a) The phrase beginning with the word "commencing" and ending with the date "January 1, 2001," in clause (i) of the second paragraph of Exhibit C is hereby deleted and the following is substituted therefor to read in its entirety:

"(a) in the case of Group A Equipment (as defined in the Conditional Sale Agreement), commencing July 1, 1981, to and including January 1, 2001, and (b) in the case of Group B Equipment (as defined in the Conditional Sale Agreement), commencing January 1, 1982, to and including July 1, 2001."

(b) The words "commencing January 1, 1981" contained in clause (ii) of the second paragraph of Exhibit C are hereby deleted and the words "commencing (a) in the case of the Group A Equipment, January 1, 1981, and (b) in the case of the Group B Equipment, July 1, 1981," substituted therefor.

2. The parties to the Conditional Sale Agreement,

and the Agent, as assignee of the Builder, agree that the Conditional Sale Agreement is hereby amended as follows:

(a) The words "The 'Equipment'" in the first introductory paragraph are hereby deleted and the following substituted therefor:

"all such equipment delivered and accepted on or prior to December 31, 1980, called the 'Group A Equipment' and all such equipment delivered thereafter called the 'Group B Equipment'; the Group A Equipment and the Group B Equipment called collectively the 'Equipment'."

(b) The date "December 31, 1980" in the fourth and fifth lines of the second paragraph of Article 3 is hereby deleted and the date "June 30, 1981," substituted therefor.

(c) The date "December 31, 1980" appearing in the sixth line of the second paragraph of Article 4 is hereby deleted and the date "June 30, 1981," substituted therefor.

(d) The words "(i) in the case of the Purchase Price of Group A Equipment" are hereby added immediately before the date "July 1, 1981," in the fifth line of the fourth paragraph of Article 4 and the words "and (ii) in the case of the Purchase Price of Group B Equipment, commencing January 1, 1982, to and including July 1, 2001 (or, if any such date is not a business day, on the next succeeding business day)" immediately after the words "business day)," in the seventh line of the fourth paragraph of Article 4.

(e) The dates "June-Dec. 1980," in the eighth column of Annex B are hereby deleted and the dates "June 1980-June 1981," substituted therefor.

(f) Schedule I to the Conditional Sale Agreement is hereby deleted in its entirety and Exhibit A hereto substituted therefor.

3. The parties to the Lease agree that it shall be amended as follows:

(a) The words "(the 'Units')" in the third line of the second introductory paragraph are hereby deleted and

the following substituted therefor:

"(such units delivered and accepted on or prior to December 31, 1980, called the 'Group A Units' and such units delivered thereafter called the 'Group B Units'; the Group A Units and the Group B Units called, collectively, the 'Units')."

(b) The entire portion of the first sentence of the first paragraph of § 3 following the words "in each year, commencing" is hereby deleted and the following substituted therefor, to read in its entirety:

"(i) in the case of each Group A Unit, July 1, 1981, and, (ii) in the case of each Group B Unit, January 1, 1982 (each of such dates being hereinafter called a 'Rental Payment Date')."

(c) The phrase "in the case of Group A Units and January 1, 1982, in the case of Group B Units" shall be inserted immediately following the date "January 1, 1981," in clause (e) of the third paragraph of § 3.

(d) The words "applicable to each Group A Unit and each of such 50 dates applicable to each Group B Unit" immediately after the words "50 dates" in the parentheses in the fifth line of § 3.

(e) The phrase "and for the Group B Units, any additional or different assumptions utilized in evaluating the Group B portion of the transaction" is hereby added immediately after the word "transaction" in the third to the last line of the third paragraph of § 3.

(f) A new sentence is hereby added at the end of the third paragraph of § 3 to read in its entirety as follows:

"Lessor and Lessee further agree that if the weighted average Closing Date relating to the Group B Units is before March 1, 1981, then the rentals payable hereunder with respect to Group B Units and the Casualty Values and Termination Values set forth in Schedules B and C hereto will be adjusted upward to preserve the Owner's Net Economic Return with respect to the Group B Units."

(g) The date "January 1, 2006" in the first sentence of § 4 is hereby deleted and the words "(i) in the case of the Group A Units, January 1, 2006, and

(ii) in the case of the Group B Units, July 1, 2006."

(h) The date "January 1, 1991" in clause (i) in the ninth paragraph of § 7 is hereby deleted and the date "July 1, 1991" substituted therefor.

(i) § 15 is hereby amended by:

(i) the addition of the words "in the case of the Group A Units" immediately before the words "12 months" at the beginning of paragraph (a)(4)(A)(ii);

(ii) the renumbering of paragraphs (a)(4)(A)(iii) and (iv) as paragraphs (a)(4)(A)(iv) and (v), respectively; and

(iii) the addition thereto of a new paragraph (a)(4)(A)(iii) thereof to read in its entirety as follows:

"(iii) in the case of the Group B Units, 12 months of depreciation in the calendar year 1981, based upon the election of the 'modified half-year' convention, if the Owner properly elects such convention, or six months depreciation in the calendar year 1981, based upon election of the 'half-year convention', if the Owner properly elects such convention;"

(j) The entire portion of the first sentence of § 19 following the words "such purchase," in the sixteenth line thereof is hereby deleted in its entirety and the following substituted therefor, to read in its entirety:

"if the Owner had not been required to pay on (i) January 1, 1981, in connection with the Group A Units or (ii) July 1, 1981, in connection with the Group B Units, the interest accrued on or the Conditional Sale Indebtedness from the first Closing Date (as defined in the CSA) to (i) January 1, 1981, in the case of the Group A Units and to (ii) July 1, 1981, in the case of the Group B Units during the basic term of the Lease commencing on (i) January 1, 1981, in the case of the Group A Units and (ii) July 1, 1981, in the case of the Group B Units."

(k) Schedules B and C to the Lease are hereby deleted in their entirety and Exhibits B and C hereto substituted therefor, respectively.

4. The terms "Participation Agreement", "Conditional Sale Agreement" and "Lease", as used in the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement, shall be deemed to refer to the Participation Agreement, the Conditional Sale Agreement and the Lease, respectively, as amended by this Agreement.

5. The amendments herein provided for shall be subject to, as conditions precedent, the receipt by the Agent on or prior to the date hereof of the following documents dated the date hereof.

(a) an opinion of Messrs. Cravath, Swaine & Moore, special counsel for the Agent and the Investor, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered and constitutes, and the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement, constitute, legal and valid instruments, binding on the parties thereto in accordance with their terms;

(ii) no authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia is, to the knowledge of said counsel, necessary for the execution, delivery and performance of this Agreement, or the performance of the Participation Agreement, the Conditional Sale Agreement or the Lease, all as amended by this Agreement;

(iii) this Agreement has been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and, since the Equipment may not be used in United States Interstate Commerce, Uniform Commercial Code financing statements, and amendments thereto, naming Trustee, as debtor and Agent as secured party have been duly filed in all offices where required in Connecticut, and no other filing or recordation is necessary for the protection of

the rights of the Agent in such documents or in the Equipment in any state of the United States of America or the District of Columbia; and

(iv) the legal opinions referred to in subparagraphs (b), (c), (d), (e), (f), (g) and (h) of this Paragraph 5 are satisfactory to said special counsel and in their opinion the Investor and they are justified in relying thereon;

and as to such other matters incident to the transactions contemplated by this Agreement as the Investor may reasonably request;

(b) an opinion of Messrs. Tory, Tory, DesLauriers & Binnington, special Canadian counsel for the Agent, the Investor, the Trustee and the Owner, to the effect that:

(i) the Lessee is a body corporate created by the Canadian Wheat Board Act (Canada), and is for all purposes an agent of Canada, and the obligations of the Lessee under the Participation Agreement and the Lease, both as amended by this Agreement, constitute direct obligations of Canada;

(ii) this Agreement has been duly authorized, executed and delivered by the Lessee and, assuming due authorization, execution and delivery by the other parties hereto, constitutes, and the Participation Agreement and the Lease, both as amended by this Agreement constitute, legal and valid instruments, binding on Canada in accordance with their terms;

(iii) no authorization or approval from any governmental or public body or authority in Canada is required under the laws of Canada or any province thereof with respect to the entering into this Agreement or, to the knowledge of said counsel, performance of this Agreement, or of the Participation Agreement, the Conditional Sale Agreement or the Lease, all as amended by this Agreement, except those which have been duly obtained or accomplished;

(iv) all taxes and registration, filing and recording fees payable in Canada or any province thereof in connection with the execution, delivery,

registration, depositing, filing or recording of this Agreement have been paid;

(v) proceedings may be brought against Canada in the Federal Court of Canada for a declaratory judgment with regard to any claims arising out of or relating to the obligations of Canada hereunder or under the Participation Agreement or the Lease, both as amended hereby, except that such proceedings may not be available for payment of amounts payable hereunder or thereunder but not paid by reason of the failure to obtain the necessary Parliamentary appropriations; no law in Canada requires the consent of any public official or authority for proceedings to be brought or judgment to be obtained against Canada arising out of or relating to the obligations of Canada hereunder or under the Participation Agreement or the Lease, both as amended hereby; nor is there any immunity from jurisdiction available to Canada in any such action in the Federal Court of Canada; and although any judgment obtained in proceedings brought in the Federal Court of Canada against Canada is not capable of being enforced by execution against Canada, any final money judgment and costs awarded against Canada in any such proceedings are required by the Federal Court Act (Canada) to be paid out of the Consolidated Revenue Fund of Canada;

(vi) the Federal Court of Canada will observe and give effect to the choice of law clauses contained in the Participation Agreement and the Lease, both as amended hereby, and will apply the laws of the State of Connecticut in construing the Participation Agreement and the Lease; both as amended hereby;

(vii) this Agreement has been duly registered in the appropriate registries pursuant to the Conditional Sales Acts of British Columbia, Alberta and Saskatchewan and in the appropriate offices of the Counties of Pictou and Halifax, Nova Scotia, and except that the registration must be renewed in Saskatchewan, Alberta and British Columbia within 3 years (or, in the case of Saskatchewan, 4 years) of the initial registration and within 3 years of every renewal thereafter, and within 5 years of the initial registration and within 5 years of every renewal thereafter in the Counties of



Pictou and Halifax, Nova Scotia, no other registration, filing or recording is necessary in order to protect in British Columbia, Alberta and Saskatchewan and in the Counties of Pictou and Halifax, Nova Scotia, the rights of the Trustee under the Lease and of the Agent in and to the Equipment under the Conditional Sales Agreement, as amended hereby, and the Assignment;

(viii) subject to the rights of the Lessee under the Lease, as amended hereby and to any liens which may arise under The Workers' Compensation Act of Nova Scotia or The Assessment Act of Nova Scotia, the rights of the Agent in and to the Equipment under the Conditional Sale Agreement, as amended hereby, are fully protected against any and all subsequent purchasers and mortgagees claiming from or under the Trustee and against creditors of the Trustee in British Columbia, Alberta and Saskatchewan and against subsequent mortgagees claiming from or under the Trustee and against creditors of the Trustee in the Counties of Pictou and Halifax, Nova Scotia;

(ix) Financing Change Statements have been registered giving notice of this Agreement in accordance with the Personal Property Security Acts of Ontario and Manitoba, and the interest of the Agent in and to the Equipment pursuant to the Conditional Sale Agreement and the Lease, both as amended hereby, and to the Assignment has been duly perfected in Ontario and Manitoba, and except that registration must be renewed in Ontario and Manitoba within three years of the initial registration and within three years of every renewal thereafter, no other registration, filing or recording is necessary in order to protect in Ontario and Manitoba the rights of the Agent in and to the Equipment under the Conditional Sales Agreement, as amended hereby, and the Assignment; and

(x) under the law of the Province of Quebec, there is no provision for the registration, recording or filing of the title of the Trustee to the Equipment and the rights of the Agent under the Conditional Sales Agreement, as amended hereby, and the Assignment, nor for the taking of any other

action with respect thereto, in such province; under the law of the Province of Quebec, such title and rights of the Agent are effectively protected in that the Trustee may revindicate, i.e., recover the Equipment from the Lessee or a third party in possession even in the event where such third party purports to be the owner thereof, by proving its own title and the defects in the possession or title of such third party except where:

(A) such third party shall have acquired title to the Equipment by way of prescription, which takes place after the lapse of three years, reckoning from the loss of possession, in favour of the possessors in good faith, even when the loss of possession has been occasioned by theft;

(B) such third party shall have bought the Equipment in good faith in a fair or market, or at a public sale, or from a trader dealing in similar articles, or by way of a commercial matter, except that so long as prescription has not been acquired, any Equipment loss or stolen may be revindicated although it has been bought in good faith as aforesaid, but the revindication in such cases can only take place upon reimbursing the third party the price he has paid; or

(C) such third party shall have acquired the Equipment pursuant to a sale under the authority of law;

(c) an opinion of Messrs. Day, Berry & Howard, counsel for the Trustee, to the effect set forth in clause (ii) of subparagraph (a) of this Paragraph 5, insofar as such matters relate to the Trustee and to the laws of the State of Connecticut or of the United States of America regulating banking or trust powers, and to the further effect that:

(i) The Connecticut Bank and Trust Company is a banking corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut, has the corporate power, authority and legal right under Connecticut and Federal law to carry on its business as presently conducted, to execute and deliver this Agreement,

and to observe and perform the provisions hereof and of the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement;

(ii) this Agreement has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other parties thereto, this Agreement and the Participation Agreement, the Conditional Sale Agreement and the Lease, all as amended by this Agreement, are legal and valid instruments, binding on the parties thereto in accordance with their terms; and

(iii) Uniform Commercial Code financing statements, and amendments thereto, with respect to the Equipment naming the Trustee as debtor and the Agent as secured party have been duly filed in all offices where required in Connecticut and, assuming the filing of this Agreement, the Conditional Sales Agreement as amended hereby and the Assignment pursuant to 49 U.S.C. § 11303, no other filing or recordation is necessary under the laws of the State of Connecticut for the protection of the rights of the Agent, in the Equipment in such state, except that continuation statements must be filed within 6 months prior to the expiration of the 5-year period following the date of filing of the financing statements originally filed and subsequent continuation statements must be filed within 6 months prior to the expiration of each subsequent 5-year period;

(d) an opinion of Messrs. Davis Polk & Wardwell, counsel for the Owner, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered by the Owner and, assuming the due authorization, execution and delivery by the other parties thereto, this Agreement and the Participation Agreement, as amended hereby, are legal, valid and binding instruments, enforceable against the Owner in accordance with their terms;

(ii) no authorization or approval from any governmental body or authority of the United States of America or of any state is to the knowledge of such counsel necessary for the execution and delivery of this Agreement by the Owner and the performance by the Owner of this Agreement and the Participation Agreement, as amended hereby;

(e) an opinion of Messrs. Stikeman, Elliott, Tamaki, Mercier & Robb, special counsel for the Lessee, to the effect set forth in subparagraph (b) of this Paragraph 5;

(f) an opinion of Henry B. Monk, Esq., General Counsel of the Lessee, to the effect set forth in clauses (i), (ii) and (iii), of subparagraph (b) of this Paragraph 5;

(g) an opinion of counsel for the Builder to the effect that this Agreement has been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the parties hereto, this Agreement and the Conditional Sale Agreement, as amended by this Agreement, constitute the legal, valid and binding agreements of the Builder enforceable against the Builder in accordance with their terms; and

(h) an opinion of counsel for the Agent to the effect that this Agreement has been duly authorized, executed and delivered by the Agent and, assuming due authorization, execution and delivery thereof by the parties hereto, this Agreement and the Participation Agreement, as amended hereby, are legal, valid and binding instruments.

In giving the opinions specified in subparagraphs (a) through (g) of this Paragraph 5, counsel may qualify its opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by equitable principles or (except in the case of the opinions specified in subparagraphs (b), (e) and (f)) by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinion specified in subparagraph (a) of this Paragraph 5, counsel may rely (i) as to authorization, execution and delivery by the Builder of the documents executed by the Builder, on the opinion of counsel for the Builder and (ii) as to any matter governed by the law of any jurisdiction other than the State of New York or the United States of America, on the opinions of special Canadian counsel and of counsel for the Trustee, the Agent, the Builder and the Lessee as to such matter. In addition, the opinion specified in subparagraph (c) of this Paragraph 5 may contain the further qualifications that (i) the enforcement of the indemnification provisions of the Conditional Sale Agreement and the Lease, both as amended hereby, may be limited by considerations of public policy insofar as indemnification for violation of securities or other laws is concerned and (ii) certain laws and judicial decisions may affect the enforceability of certain rights and remedies

provided in the Conditional Sale Agreement and the Lease, but none of such laws and judicial decisions make the rights and remedies provided in the Conditional Sale Agreement and the Lease, both as amended hereby, in each case taken as a whole, inadequate for the realization of the benefits thereof (except with respect to the indemnification provisions of the Conditional Sale Agreement and the Lease, both as amended hereby, to the extent enforcement of such provisions may be limited as aforesaid). In giving the opinion specified in subparagraph (d) of this Paragraph 5, counsel may rely as to any matter governed by the law of any jurisdiction other than the State of New York or the United States, on the opinions of special Canadian counsel and of counsel for the Trustee and the Lessee. In giving the opinions specified in subparagraphs (b), (e) and (f) of this Paragraph 5, special Canadian counsel may rely (i) as to any matters governed by the laws of provinces of Canada other than Ontario (in the case of the opinion specified in subparagraph (b)) or Quebec (in the case of the opinion specified in subparagraph (e)), on opinions of special provincial counsel which are satisfactory in form and scope to such special Canadian counsel and copies of which are attached to their opinions, (ii) as to perfection of the security interest of the Agent in the Equipment created by the Conditional Sale Agreement, as amended hereby, on the opinions of counsel for the Agent and the Trustee and (iii) as to any matter governed by the law of any jurisdiction other than Canada or the provinces thereof, on the opinion of counsel for the Trustee. In addition, in giving the opinions specified in subparagraphs (b), (e) and (f) of this Paragraph 5, counsel may (i) assume that the Builder transfers good and valid title in and to the Equipment free and clear of all liens, charges and other encumbrances and (ii) include a qualification as to the possibility that a judgment by a Canadian Court may be awarded only in Canadian currency and to the immunity of Canada from execution being levied against the property of Canada. In giving the opinion specified in subparagraph (g) of this Paragraph 5, counsel for the Builder may assume that the law of the State of Connecticut is the same as the law of the principal place of business of the Builder and may assume the timely recording or filing of this Agreement and any other documents relating thereto or copies or notices thereof in accordance with the laws of all jurisdictions in which such recording or filing may be required.

6. The Lessee will promptly cause this Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement and § 16 of the Lease. True copies of the Participation Agreement, Conditional Sale Agreement and Lease may be appended hereto, for informational purposes only, to facilitate registration in certain jurisdictions.

7. Except as amended hereby, the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement shall remain in full force and effect.

8. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument and it shall not be necessary that the parties hereto sign the same counterpart so long as all counterparts shall be executed by the Agent and the other parties hereto shall each sign such a counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada,

by \_\_\_\_\_

by \_\_\_\_\_

[Seal]

Attest:

\_\_\_\_\_  
Secretary


MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by  \_\_\_\_\_

Assistant Vice President

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Corporate Trust Officer

J. P. MORGAN INTERFUNDING CORP.,

by \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

THE CONNECTICUT BANK AND TRUST  
COMPANY, as Trustee as aforesaid,

by \_\_\_\_\_

Authorized Officer

[Corporate Seal]

Attest:

\_\_\_\_\_

Authorized Officer

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,

by \_\_\_\_\_

Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_

Assistant Secretary

HAWKER SIDDELEY CANADA INC.,

by  \_\_\_\_\_

Vice President

[Corporate Seal]

Attest:  \_\_\_\_\_

Secretary

PROVINCE OF MANITOBA, )  
 ) ss.:  
 CITY OF WINNIPEG , )

On this            day of January 1981, before me personally appeared            and            , to me personally known, who, being by me duly sworn, says that they are the            and            , respectively, of THE CANADIAN WHEAT BOARD, that one of the seals affixed to the foregoing instrument is the seal of said Board, that said instrument was signed and sealed on behalf of said Board by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )  
 ) ss.:  
 CITY OF BALTIMORE, )

On this *19th* day of January 1981, before me personally appeared R. E. Schreiber            , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

*Patricia A. Shilow*  
 \_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires *7-1-82*



STATE OF NEW YORK, )  
 ) ss.:  
 COUNTY OF NEW YORK, )

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an            of J. P. MORGAN INTERFUNDING CORP., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT, )  
 ) ss.:  
 COUNTY OF HARTFORD, )

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )  
 ) ss.:  
 COUNTY OF NEW YORK,)

On this            day of January 1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an            of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

PROVINCE OF ONTARIO, )  
 ) ss.:  
 CITY OF TORONTO, )

On this 24<sup>th</sup> day of January 1981, before me personally appeared Tom E. Bull, to me personally known, who, being by me duly sworn, says that he is Vice President of HAWKER SIDDELEY CANADA INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

Exhibit A  
To  
Amendment Agreement

SCHEDULE I  
TO  
CONDITIONAL SALE AGREEMENT

Allocation Schedule of Each  
\$1,000,000 of Conditional Sale Indebtedness

<u>Payment Date</u>	<u>Group A Equipment</u>		<u>Group B Equipment</u>	
	<u>Principal Payment</u>	<u>Ending Principal</u>	<u>Principal Payment</u>	<u>Ending Principal</u>
1/1/81	\$ 0.00	\$1,000,000.00		
7/1/81	6,772.99	993,227.01	0.00	\$1,000,000.00
1/1/82	7,213.24	986,013.77	\$ 6,330.20	993,669.79
7/1/82	7,682.10	978,331.67	6,741.66	986,928.13
1/1/83	8,181.44	970,150.24	7,179.87	979,748.26
7/1/83	8,713.23	961,437.01	7,646.56	972,101.69
1/1/84	9,279.59	952,157.42	8,143.59	963,958.10
7/1/84	9,882.76	942,274.66	8,672.92	955,285.18
1/1/85	10,525.14	931,749.52	9,236.66	946,048.51
7/1/85	11,209.28	920,540.24	9,837.05	936,211.47
1/1/86	11,937.88	908,602.36	10,476.46	925,735.01
7/1/86	12,713.84	895,888.52	11,157.43	914,577.59
1/1/87	13,540.24	882,348.28	11,882.66	902,694.93
7/1/87	14,420.36	867,927.92	12,655.03	890,039.90
1/1/88	15,357.68	852,570.25	13,477.61	876,562.29
7/1/88	16,355.93	836,214.32	14,353.65	862,208.64
1/1/89	17,419.06	818,795.25	15,286.64	846,922.00
7/1/89	18,551.30	800,243.95	16,260.27	830,641.73
1/1/90	19,757.14	780,486.81	17,338.49	813,303.24
7/1/90	21,041.35	759,445.46	18,465.49	794,837.75
1/1/91	22,409.04	737,036.42	19,665.75	775,172.00
7/1/91	23,865.63	713,170.80	20,944.02	754,227.98
1/1/92	16,311.57	696,859.23	22,305.38	731,922.60
7/1/92	26,477.14	670,382.09	23,755.23	708,167.37
1/1/93	13,953.52	656,428.56	16,665.46	691,501.91
7/1/93	24,691.94	631,736.62	20,382.58	665,119.33
1/1/94	13,596.16	618,140.46	13,960.91	651,158.42
7/1/94	33,580.08	584,560.39	40,310.28	610,848.14
1/1/95	6,744.79	577,815.60	0.00	610,848.14
7/1/95	26,528.53	551,287.07	28,738.26	582,109.89
1/1/96	14,045.10	537,241.97	16,519.60	565,590.29
7/1/96	24,429.88	512,812.09	26,984.47	538,605.82
1/1/97	16,481.57	496,330.52	13,516.96	525,088.86
7/1/97	23,910.38	472,420.14	24,543.23	500,545.63
1/1/98	47,754.39	424,665.75	22,398.10	478,147.54
7/1/98	60,119.21	364,546.53	56,101.71	422,045.83
1/1/99	64,026.96	300,519.57	59,748.32	362,297.52
7/1/99	68,188.71	232,330.86	63,631.96	298,665.56
1/1/00	72,620.98	159,709.88	67,768.03	230,897.53
7/1/00	77,341.34	82,368.53	72,172.96	158,724.57
1/1/01	82,368.53	0.00	76,864.20	81,860.37
7/1/01	---	---	81,860.37	0.00
	<u>\$1,000,000.00</u>		<u>\$1,000,000.00</u>	

Exhibit B  
To  
Amendment Agreement

SCHEDULE B TO LEASE

Casualty Values

The Casualty Value of any Unit to be paid on a Casualty Value Payment Date during the primary term shall be an amount equal to the percentage of the Purchase Price of such Unit set forth opposite such Casualty Value Payment Date in the following schedule; provided, however, that in the event the Lessee makes payments pursuant to § 15(c) hereof or a similar payment pursuant to § 6 hereof to reflect a Loss of Depreciation Deduction (as such terms are defined in § 15(c) hereof) such percentage of the Purchase Price of such Unit shall be redetermined and adjusted in a manner which, after taking into account such payments, will provide the Owner the same after-tax rate of return as contemplated by this Lease, it being understood that no such redetermination or adjustment shall reduce the amount payable on any date for Casualty Value to an amount less than the aggregate principal amount of the Conditional Sale Indebtedness to be unpaid on such date, together with interest and premium, if any, thereon to be accrued and unpaid on such date.

<u>Casualty Value Payment Date</u>	<u>Percentage of Purchase Price</u>	
	<u>Group A Units</u>	<u>Group B Units</u>
1/1/81	112.30	-
7/1/81	112.30	111.79
1/1/82	115.00	111.79
7/1/82	117.45	115.00
1/1/83	119.38	117.68
7/1/83	121.03	120.05
1/1/84	122.41	121.98
7/1/84	123.52	123.67
1/1/85	124.34	125.12
7/1/85	124.89	126.33
1/1/86	125.16	127.29
7/1/86	125.17	128.03
1/1/87	124.90	128.53
7/1/87	124.37	128.82
1/1/88	123.70	128.88
7/1/88	122.99	120.74

<u>Casualty Value Payment Date</u>	<u>Percentage of Purchase Price</u>	
	<u>Group A Units</u>	<u>Group B Units</u>
1/1/89	122.22	128.40
7/1/89	121.41	127.85
1/1/90	120.54	127.14
7/1/90	119.61	126.23
1/1/91	118.62	125.18
7/1/91	117.56	123.95
1/1/92	116.43	122.60
7/1/92	115.22	121.10
1/1/93	113.94	119.50
7/1/93	112.58	117.76
1/1/94	110.00	115.95
7/1/94	107.32	112.86
1/1/95	104.55	109.63
7/1/95	101.63	106.30
1/1/96	98.56	102.88
7/1/96	95.29	99.35
1/1/97	91.80	95.73
7/1/97	88.08	92.01
1/1/98	84.17	88.20
7/1/98	80.25	84.29
1/1/99	76.44	80.35
7/1/99	72.66	76.42
1/1/00	69.04	72.56
7/1/00	65.49	68.72
1/1/01	62.16	65.03
7/1/01	58.96	61.39
1/1/02	55.79	57.95
7/1/02	52.40	54.40
1/1/03	48.94	50.78
7/1/03	45.25	46.94
1/1/04	39.41	42.97
7/1/04	34.33	38.77
1/1/05	27.06	34.40
7/1/05	23.54	29.77
1/1/06	19.81	24.96
7/1/06	-	20.00

Exhibit C  
To  
Amendment Agreement

SCHEDULE C TO LEASE

Termination Values

The Termination Value of the Units to be paid on any Termination Date during the primary term shall be an amount equal to the percentage of the Purchase Price of the Units set forth opposite such Termination Date in the following schedule; provided, however, that in the event the Lessee makes payments pursuant to § 15(c) hereof or a similar payment pursuant to § 6 hereof to reflect a Loss of Depreciation Deduction (as such terms are defined in § 15(c) hereof), such percentage of the Purchase Price of the Units shall be redetermined and adjusted in a manner which, after taking into account such payments, will provide the Owner the same after-tax rate of return as contemplated by this Lease, it being understood that no such redetermination or adjustment shall reduce the amount payable on any date for Termination Value to an amount less than the aggregate principal amount of the Conditional Sale Indebtedness to be unpaid on such date, together with interest and premium, if any, thereon to be accrued and unpaid on such date.

<u>Termination Dates</u>	<u>Percentage of Purchase Price</u>		<u>Termination Dates</u>	<u>Percentage of Purchase Price</u>	
	<u>Group A Units</u>	<u>Group B Units</u>		<u>Group A Units</u>	<u>Group B Units</u>
1/1/91	116.58	-	1/1/99	73.15	77.16
7/1/91	115.46	121.91	7/1/99	69.27	73.13
1/1/92	114.27	120.50	1/1/00	65.54	69.17
7/1/92	113.00	118.94	7/1/00	61.89	65.23
1/1/93	111.64	117.28	1/1/01	58.45	61.43
7/1/93	110.21	115.47	7/1/01	55.14	58.69
1/1/94	107.56	113.59	1/1/02	51.85	54.13
7/1/94	104.81	110.42	7/1/02	48.35	50.47
1/1/95	101.96	107.12	1/1/03	44.76	46.73
7/1/95	98.97	103.71	7/1/03	40.95	42.76
1/1/96	95.81	100.72	1/1/04	33.97	38.67
7/1/96	92.45	96.61	7/1/04	25.75	34.33
1/1/97	88.88	92.80	1/1/05	19.35	29.83
7/1/97	85.07	89.09	7/1/05	13.68	25.06
1/1/98	81.07	85.19	1/1/06	9.81	17.11
7/1/98	77.06	81.19	7/1/06	-	10.00